

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. 037	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6) Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 MS: H6-60 Richland WA 99352	CODE 00603
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON RIVER PROTECTION SOLUTIONS LLC Attn: DUANE SCHMOKER PO BOX 73 720 PARK BLVD BOISE ID 837290001		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 806500521	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-08RV14800	10B. DATED (SEE ITEM 13) 05/29/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause I.103 FAR 52.52.243-2 Changes-Cost Reimbursement (Aug 1987) - Alt II (Apr 1984)

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

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

See Page 2

Subj to Retent: N

Period of Performance: 06/20/2008 to 09/30/2013

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

15A. NAME AND TITLE OF SIGNER (Type or print) <i>A. B. Dunning / Contract Manager</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan E. Bechtol
15B. CONTRACTOR OFFEROR ORIGINAL SIGNED BY <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>1/14/10</i>
15B. CONTRACTOR OFFEROR ORIGINAL SIGNED BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 01/14/2010

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to make certain additions, deletions and changes to the contract:

1. In accordance with DEAR 970.5204-2, Laws, Regulations and DOE Directives (DEC 2000) and FAR Clause 52.243-2, Changes-Cost Reimbursement (AUG 1987) the following are updated:
 - a. In Section J-2, remove cancelled order DOE M 413.3-1, "Project Management for the Acquisition of Capital Assets" from the contract. The deletion of this requirement shall have no cost or schedule impacts to the contract.
 - b. In Section J-2, remove cancelled Secretary of Energy Notice (SEN)-22-90, "DOE Policy on Signatures of RCRA Permit Application" from the contract. WAC regulations still require the RCRA permit application signatures. The deletion of this requirement shall have no cost or schedule impacts to the contract.
 - c. Incorporate Hanford Site Wide Transportation Safety Document DOE/RL 2001-0036 (Revision 1-C) in Section J-2. Both Parties agree the incorporation of this requirement shall have no cost or schedule impact to the contract.
 - d. In Section J-2, incorporate the Hanford Site Wide Stop Work Order Procedure (DOE-0343). Both Parties agree the incorporation of this requirement shall have no cost or schedule impact to the contract.
 - e. Stop-Work and Shutdown Authorization Clause (H.17) in Section H is replaced in its entirety (attached). Both parties agree the incorporation of this requirement shall have no cost or schedule impacts to the contract.
 - f. The National Fire Protection Association's (NFPA) 70, 2008 Revision and National Electrical Code3 (NEC) 70E, Standard for Electrical Safety in the Workplace, 2009 Revision as incorporated by Change Order in Contract Modification 036 is added to Section J.2.
 - g. Section H.15,(f) Key Personnel, replace William Johnson, TOC Project Manager, with Charles G. Spencer, TOC Project Manager, effective October 1, 2009 and the elimination of Key Personnel Position, " Work Area Project Manager Base Operations."
 - h. Incorporate FAR Clause 52.222-8, Payrolls and Basic Records Deviation (Nov 2009) in Section I. The implementation of this requirement shall have no cost or schedule impacts to this contract.

- i. Change Section C, Table C.5 as follows:
Delete Contract Deliverable – C.3.2.2-1 DSA and TSR Improvement Plan – due to ORP 360 days after contract Notice to Proceed.
 - j. Change Section C, Part C.3.2.2 Nuclear Safety, Paragraph 1 – Delete the following:
and submit a DSA and TSR Improvement Plan (Deliverable C.3.2.2.1) for DOE-ORP approval.
 - k. Incorporate Far Clause 52.203-13, “Contractor Code of Business Ethic” in Section I. The incorporation of this clause shall have no cost or schedule impacts to the contract.
 - l. Both Parties agree no cost or schedule impact to the contract exists in the implementation of FAR Clause 52.222-54, Employment Eligibility Verification which was incorporated by Change Order in Contract Modification 033.
2. As a result of this modification, Sections C, H, I, and J-2 are revised.
 3. Replacement pages are attached for affected sections of the contract (attachments to this modification include Section C,H,I, J-2)

Changes are noted by a vertical line in the right hand margin of the page.

H.17 STOP-WORK AND SHUTDOWN AUTHORIZATION

(a) Definitions:

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

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

Stop Work Criteria:

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

(b) DOE Stop Work Order.

In accordance with Section I, *Contract Clause*, I.142, DEAR 970.5223-1 *Integration of Environment, Safety, and Health into Work Planning and Execution*, the DOE Contracting Officer has the ability to issue a DOE Stop Work Order stopping work in whole or in part if:

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

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

(c) DOE Stop Work Action.

DOE personnel provide safety oversight of contractor operations and have the authority to initiate a DOE Stop Work Action if the Stop Work Criteria as defined in Section H.17 (a) is met. DOE personnel have the authority to shutdown an entire facility, activity, or job. Following a DOE Stop Work Action the contractor shall:

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

(d) Contractor Stop Work Action

1. The contractor shall establish a stop work process/procedure that:
 - a. Meets the requirement of 10 CFR 851.20, *Management responsibilities and worker rights and responsibilities.*
 - b. At a minimum uses the Stop Work Criteria defined in Section H.17 (a) for when a Contractor Stop Work Action is required; and
 - c. Meets the tenets of the "Stop Work Policy."

2. Upon initiating a Contractor Stop Work Action the contractor shall:
 - a. Immediately stop the identified activity or activities (up to and including entire plant shutdown);
 - b. Place the area, activity, facility, etc. into a safe condition;
 - c. Notify the DOE Facility Representative if the Contractor's Stop Work Action meets the Stop Work Criteria defined in Section H.17 (a), or notification of facility management is required for the issue;
 - d. Determine actions necessary to address the unsafe condition; and
 - e. Restart work only after the unsafe condition is mitigated.

(e) Stop Work Policy.

The following represent the site's Stop Work Policy:

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

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

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

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

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

ATTACHMENT

"REPLACEMENT PAGES"

SECTION C

SECTION H

SECTION I

SECTION J-2

PART I – THE SCHEDULE

SECTION C

STATEMENT OF WORK

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C.1 TANK OPERATIONS CONTRACT (TOC) OVERVIEW AND GENERAL REQUIREMENTS

C.1.1 Background

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

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

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

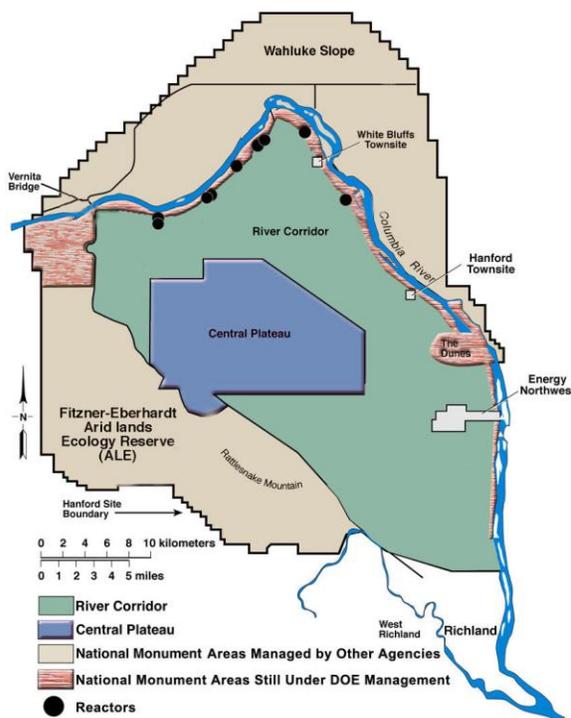


Figure C.1-1
Hanford Site

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

Contracts Managed by DOE-ORP

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

Contracts Managed by DOE-RL

- Energy Savings Performance Contract (ESPC) includes steam service to support heating and other operations at 200 Area facilities. The contract may include energy conservation measures, such as upgrading lighting systems, pumping systems, automation systems, heating, ventilation, and air conditioning system; and adding utility monitoring and control systems.
- Hanford Site Occupational Medical Services Contract provides occupational health services to personnel at Hanford including medical monitoring and qualification examinations, human reliability testing, and records management.
- Plateau Remediation Contract (PRC), when awarded, will include completion of the Plutonium Finishing Plant (PFP) project; non-Tank Farm waste disposal activities: groundwater monitoring and remediation; facility and waste site characterization, surveillance and maintenance, regulatory document preparation, and remediation.
- Mission Support Contract (MSC), when awarded, will provide DOE-RL, DOE-ORP, and their contractors with the infrastructure and site services necessary to accomplish the Site mission.
- Project Hanford Management Contract (PHMC) includes cleanup and support activities, with the exception of DOE-ORP scope, at the Hanford Site. This scope will be included in the MSC and the PRC, when the contracts are awarded.

- River Corridor Closure Contract (RCCC) includes closing the Hanford Site River Corridor through deactivation, decontamination, decommissioning, and demolishing excess facilities; placing former production reactors in an interim safe and stable condition; remediating waste sites and burial grounds; and transitioning the River Corridor to long-term stewardship.

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

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

C.1.2 Contract Purpose and Overview

The purpose of this Contract is to furnish safe, compliant, cost-effective and energy-efficient services to further the DOE-ORP mission to store, retrieve and treat Hanford tank waste, store and dispose of treated waste, and to close the Tank Farm waste management areas to protect the Columbia River. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing all work. This Contract applies performance-based contracting approaches; expects the Contractor to innovate and implement techniques that maximize performance efficiencies and scope completion and minimizes the description of how to accomplish the scope of work. The Contractor shall optimize base load facility operating and maintenance costs to maximize mission performance.

C.1.3 Scope Summary

The TOC¹ workscope is divided into seven (7) Contract Line Item Numbers (CLINs) as follows:

CLIN 1 – Base Operations

- Transition. Transition all ongoing Tank Farm workscope.
- Safe, Compliant Operations. Maintain and operate the Tank Farms, 242-A Evaporator, and supporting Tank Farm infrastructure. Perform all required project support functions (project management, integrated safety management, security and emergency services, interactions, interface management).
- Analytical Laboratory Support. Operate and maintain the 222-S Laboratory Complex to support analysis activities performed under a separate DOE-ORP contract.

¹ Hereafter, TOC may represent the Contract or the Contractor, as applicable.

CLIN 2 – Single-Shell Tank (SST) Retrieval and Closure

- Single-Shell Tank Retrieval. Design, procure, permit, construct/fabricate, and operate SST retrieval systems that remove waste from the SSTs and transfer it to the Double Shell Tanks (DSTs) or treatment systems.
- Single-Shell Tank Farm (Waste Management Area) Closure. Perform waste management area closure activities in accordance with Site-wide integrated closure strategies.

CLIN 3 – Waste Treatment and Immobilization Plant (WTP) Support

- Treatment Planning, Waste Feed Delivery, and WTP Transition. Provide integrated system planning for the DOE-ORP mission and perform project planning, system upgrades/replacements, and operations to accomplish waste feed delivery to treatment facilities. Plan for the turnover of completed WTP facilities.
- WTP Operational Readiness. Conduct a continuing, in-process evaluation of WTP operational readiness to promote contractor understanding of and planning for future WTP operations, verify that there are no deficiencies that would preclude successful Contractor operations, and support the safe and efficient turnover of completed WTP facility(ies).
- Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction. Modify the Canister Storage Building and/or design, construct, commission, and operate a separate interim storage facility for IHLW canisters from WTP and a shipping facility to prepare IHLW and spent nuclear fuel (SNF) canisters for shipment to a permanent repository.
- Upgrade and Operate the Effluent Treatment Facility (ETF). Assume responsibility for the ETF, complete upgrade design and permitting, perform upgrades, and operate ETF.

CLIN 4 – Supplemental Treatment

- Demonstration Bulk Vitrification System (DBVS) Construction and Operations. Procure, construct, and operate a pilot scale one line Low Activity Waste (LAW) bulk vitrification plant for testing to determine the effectiveness of this treatment technology.
- Extended Demonstration Bulk Vitrification System Operations. Following successful DBVS operations, re-permit, modify and perform extended operations of the DBVS.
- Supplemental Treatment Design. Commence design, permitting, and safety analysis for supplemental treatment facilities to vitrify LAW.
- Supplemental Treatment Construction and Operations. Complete designs and permits, and construct and operate supplemental treatment facilities to vitrify LAW.
- Transuranic Tank Waste Treatment and Packaging. Design, construct, and operate a transuranic (TRU) tank waste treatment, packaging, characterization, and storage system for contact-handled (CH) TRU tank waste.

CLIN 5 – Early Feed and Operation of the WTP Low Activity Waste (LAW) Facility

- Tank Selection, Retrieval, Pretreatment and Feed Delivery Design. Commence design, permitting, and safety analysis for selected DST and SST waste retrieval, pretreatment and feed delivery directly to the WTP LAW Facility.
- Retrieval, Pretreatment and Feed Delivery Construction and Operations. Complete designs and permits, and construct and operate systems for selected tank waste retrieval, pretreatment and feed delivery directly to the WTP LAW Facility.
- LAW/BOF/LAB Operations. Operate the completed WTP LAW, Balance of Plant Facilities (BOF), and Laboratory (Lab) facilities to vitrify pre-treated LAW from the Tank Farms.

CLIN 6 – Pension and Welfare Plans

- Hanford Employee Retirement and Benefit Plan Management. Sponsor, manage, and administer both the Hanford incumbent employee pension and benefit plans and the non-incumbent market-based retirement and benefit plans.
- Legacy Pension and Benefit Plan Management. Sponsor, manage, and administer pension and other benefit plans for retired contractor employees associated with work at other designated DOE sites.

While this work scope identified below is already included in the Contract, the specific scope has been identified for acceleration through the use of American Recovery and Reinvestment Act (ARRA) funds.

CLIN 7 – American Recovery and Reinvestment Act (ARRA) Workslope

- ARRA workslope under Sub-CLIN 1.2 - Safe, Compliant Operations. Maintain and operate the Tank Farms, 242-A Evaporator, and supporting Tank Farm infrastructure. Perform all required project support functions (project management, integrated safety management, security and emergency services, interactions, interface management).
- ARRA workslope under Sub-CLIN 1.3 - Analytical Laboratory Support. Operate and maintain the 222-S Laboratory Complex to support analysis activities performed under a separate DOE-ORP contract.
- ARRA workslope under Sub-CLIN 3.1 - Treatment Planning, Waste Feed Delivery, and WTP Transition. Provide integrated system planning for the DOE-ORP mission and perform project planning, system upgrades/replacements, and operations to accomplish waste feed delivery to treatment facilities. Plan for the turnover of completed WTP facilities.
- ARRA workslope under Sub-CLIN 3.3 - (Reserved)

- ARRA workscope under Sub-CLIN 3.4 - Upgrade and Operate the Effluent Treatment Facility (ETF). Assume responsibility for the ETF, complete upgrade design and permitting, perform upgrades, and operate ETF.

C.1.4 Life-Cycle Mission Summary

The DOE-ORP River Protection Project (RPP) is composed of two major scopes of work performed by two separate contractors. The WTP contractor will design, construct, and commission the WTP for treating the Tank Farm waste. The TOC shall be responsible for planning, managing, and executing the Tank Farm project, sub-projects, operations and other activities as described in this *Statement of Work*. To accomplish the RPP mission, the TOC must interface with other Hanford Site contractors for necessary services and work coordination. General objectives are to perform the work within the established budget profile, reduce hazards to the workers, the public, and the environment, and to significantly reduce program life-cycle costs and schedules.

The life-cycle objectives (including this Contract term and beyond) of the RPP mission are as follows:

- Maintain safe tank waste storage until waste is retrieved.
- Retrieve waste from all 149 SSTs and transfer to DSTs or treatment facilities.
- Retrieve waste from all 28 DSTs to deliver waste feed to the tank waste treatment facilities (WTP and supplemental treatment).
- Operate treatment facilities.
- Store and disposition treated waste products in accordance with the WTP schedule and the RPP System Plan to support RPP mission completion.
- Implement effective supplemental treatment technologies that will increase DST space availability and operate with the WTP to accomplish tank waste treatment.
- Prepare interim stored IHLW and packaged TRU waste for shipment to the appropriate repositories.
- Treat and dispose of secondary waste streams.
- Dispose of immobilized low activity waste (ILAW) on-site in near-surface disposal facilities.
- Characterize vadose zone contamination related to the Tank Farms and associated facilities, and perform barrier installations and soils remediation in coordination with the Hanford Site groundwater program.
- Close Waste Management Areas including SSTs, DSTs, Tank Farm facilities, ancillary equipment, and remediated soils.
- Decommission WTP and supplemental treatment facilities and equipment after mission completion.

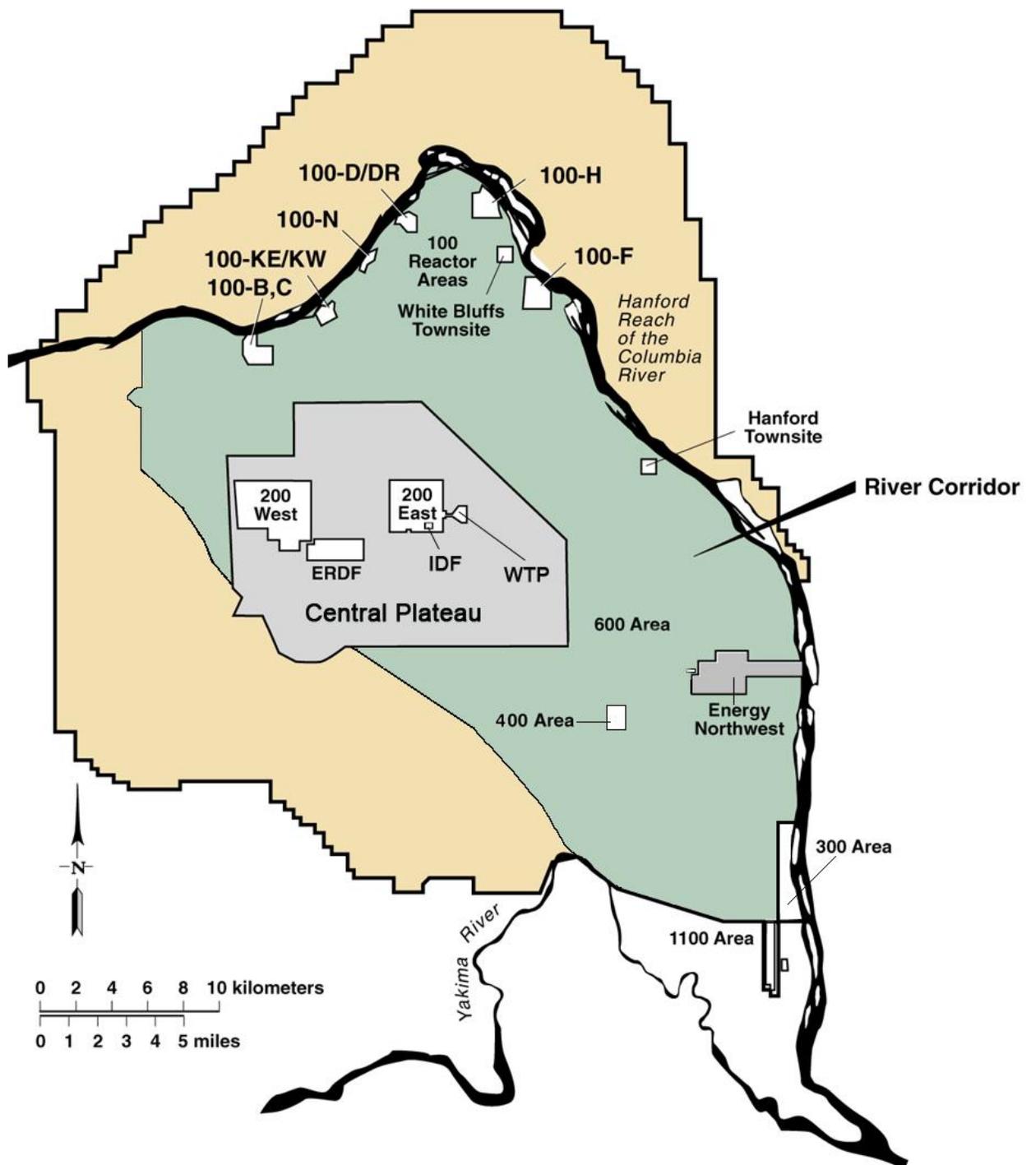
C.1.5 Facility Description

The Tank Farm system facilities are located in the 200 East Area, 200 West Area, and 600 Area of the Hanford Site. The Tank Farm system facilities comprise the SST farms, the DST farms, and associated support facilities, systems, and transfer equipment. The Tank Farm system includes 177 single- and double-shell tanks; double-contained receiver tanks; catch tanks; waste transfer pipelines and associated equipment used in waste transfers (e.g., diversion boxes and valve pits); miscellaneous inactive storage facilities; waste-handling and storage facilities; miscellaneous support and administrative facilities; in-tank, out-of-tank, and liquid transfer monitoring systems; associated ancillary equipment; and soils. Additional Tank Farm related facilities include the 242-A Evaporator, and the 222-S Analytical Laboratory. A detailed Hanford Site structures list is provided in the Section J Attachment entitled, *Hanford Site Structures List* and a detailed waste site list is provided in the Section J Attachment entitled, *Hanford Site Waste Assignments List*.

C.1.6 Organization of the *Statement of Work*

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

Figure C.1-3, Hanford Site (TOC activities located in the 200 West and 200 East Areas)



C.2 DESCRIPTION OF PROJECT PERFORMANCE REQUIREMENTS

Consistent with DOE-ORP authorization, the Contractor shall perform the following major activities which are divided into six CLINs and the respective sub-CLINs. DOE-ORP will authorize performance of the individual Sub-CLINs in accordance with the Section B Clauses entitled, *Item(s) Being Acquired* and *DOE Authorization of Work*.

The Contractor shall plan and perform the work under this Contract in accordance with the Section H Clause entitled, *Environmental Responsibility*, which requires compliance with current and future milestones in the TPA.

Table C.5, *Summary of Contract Deliverables*, provides a list of the deliverables described throughout this *Statement of Work*, including the due dates for the original submittals, and where applicable, the timing of required updates to these documents.

Title	Sub-CLINs	Activities
CLIN #1 Base Operations	1.1 1.2 1.3	Transition Safe, Compliant Operations Analytical Laboratory Support
CLIN #2 Single-Shell Tank (SST) Retrieval And Closure	2.1 2.2	Single-Shell Tank Retrieval Single-Shell Tank Farm (Waste Management Area) Closure
CLIN #3 Waste Treatment and Immobilization Plant (WTP) Support	3.1 3.2 3.3 3.4	Treatment Planning, Waste Feed Delivery, and WTP Transition WTP Operational Readiness Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction Upgrade and Operate the Effluent Treatment Facility (ETF)
CLIN #4 Supplemental Treatment	4.1 4.2 4.3 4.4 4.5	Demonstration Bulk Vitrification System (DBVS) Construction and Operations Extended Demonstration Bulk Vitrification System Operations Supplemental Treatment Design Supplemental Treatment Construction and Operations Transuranic Tank Waste Treatment and Packaging
CLIN #5 Early Feed and Operation of the WTP Low Activity Waste (LAW) Facility	5.1 5.2 5.3 5.4	Tank Selection, Retrieval, Pretreatment and Feed Delivery Design Retrieval, Pretreatment and Feed Delivery Construction and Operations (Reserved) LAW/BOF/LAB Operations
CLIN #6 Pension and Welfare Plans	6.1 6.2	Hanford Employee Retirement and Benefit Plan Management Legacy Pension and Benefit Plan Management
CLIN #7 American Recovery and Reinvestment Act (ARRA) Workscope	7.1 7.2 7.3 7.4 7.5	ARRA workscope under Sub-CLIN 1.2 - Safe, Compliant Operations ARRA workscope under Sub-CLIN 1.3 - Analytical Laboratory Support ARRA workscope under Sub-CLIN 3.1 - Treatment Planning, Waste Feed Delivery, and WTP Transition ARRA workscope under Sub-CLIN 3.3 – (Reserved) ARRA workscope under Sub-CLIN 3.4 - Upgrade and Operate the Effluent Treatment Facility (ETF)

C.2.1 CLIN #1 – Base Operations

C.2.1.1 Sub-CLIN 1.1: Transition

General Scope:

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

Detailed Scope and Requirements:

The Contractor shall:

- Submit a *Transition Plan* for DOE-ORP approval (Deliverable C.2.1.1-1) that includes a description of transition activities, involved organizations, and the transition schedule. The *Transition Plan* shall include a draft *Transition Agreement* to document completion of *Transition Plan* activities during the *Transition Period*.
- Coordinate directly with prime contractors, subcontractors, and DOE-ORP to finalize the *Transition Agreement*.
- Develop the inter-contractor ordering and financial agreements as defined by the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix* that are necessary to support Transition and Contract performance. The Contractor shall be responsible for the costs incurred or to be recovered under these agreements.
- Identify any material differences in the systems, facilities, waste sites, property, and services described in this *Statement of Work* and in the Section J Attachments entitled, *Supplemental Work Description Tables*, *Hanford Site Structures List*, and *Hanford Waste Site Assignment List*, versus the actual project status. The Contractor shall submit a *Statement of Material Differences* (Deliverable C.2.1.1-2) for DOE-ORP approval.
- Submit fundamental project management, environmental, safety, health, quality, security, and interface program documents as described in the *Statement of Work* within 60 days of Notice to Proceed. Key deliverables required during Transition are listed in Section C.5, entitled, *Summary of Contract Deliverables*.
- Conduct a joint reconciliation of the government property inventory with the predecessor contractor. This information shall be used to provide a baseline for the succeeding contract and for closeout of the predecessor contract.
- Support DOE-ORP in-process verification of Contract transition, provide weekly written *Transition Status Reports* (Deliverable C.2.1.1-3) to DOE-ORP for information, and be accountable for all work performed under this Contract at the end of the *Transition Period*.
- Submit a final *Transition Agreement* (Deliverable C.2.1.1-4) for DOE-ORP approval that includes the signatures of all contractor Transition parties or successor contracts.

During the Transition Period and prior to assuming control and responsibility for Safeguards and Security (SAS) responsibilities, the Contractor shall be subject to a DOE-ORP SAS initial survey conducted in accordance with DOE Manual (M) 470.4-1, *Safeguards and Security Program Planning and Management*. The results of the survey shall be documented and form the basis

for DOE-ORP authorization for the TOC to assume SAS responsibilities, in particular, responsibility for SNM. Following the survey, the Contractor shall assume responsibility for all applicable SAS resources, materials, facilities, documents, and equipment.

Upon completion of transition, the Contractor shall operate under the existing baseline or as modified at the unilateral discretion of DOE-ORP until the Contractor's initial baseline submittal is approved by DOE-ORP.

C.2.1.2 Sub-CLIN 1.2: Safe, Compliant Operations

Background:

The Hanford Tank Farms System consists of underground radioactive waste storage tanks, waste transfer systems, infrastructure and related facilities including the 242-A Evaporator. The 177 underground tanks, ranging in size from 55,000 to 1,160,000 gallons in capacity are grouped into 18 tank farms. The Tank Farms are a Hazard Category 2 nuclear facility and the Documented Safety Analyses (DSA), Technical Safety Requirements (TSRs), operations specifications documents, environmental permits, and current operating procedures define the necessary controls for safe operations.

General Scope:

The Contractor shall maintain and operate the Tank Farms, 242-A Evaporator, and supporting Tank Farm infrastructure.

For the assigned workscope, the Contractor shall establish and implement the necessary programs and processes for:

- Project Management (Section C.3.1);
- Integrated Safety Management System (ISMS) (Section C.3.2);
- Security and Emergency Services (Section C.3.3);
- Interactions (Section C.3.4); and
- Interface Management (Section C.3.5).

Detailed Scope and Requirements:

Base Cost Reduction

The Contractor shall seek to improve the effectiveness and efficiency of Tank Farm operations and maintenance in order to maximize budgeted funds directed to tank waste retrievals and treatment.

The Contractor shall evaluate the requirements basis and collaborate with DOE-ORP, regulators, and other Hanford Site contractors to develop innovative compliance methods that promote safe storage and cleanup work accomplishment.

SST System Management

The Contractor shall operate and maintain the SST system and ancillary facilities to safely store tank waste and facilitate tank waste retrieval and component closure. The Contractor shall perform non-destructive testing and evaluation of SSTs and miscellaneous underground storage tanks to assure continued tank integrity commensurate with the waste contained in each tank and the associated risk.

DST System Management

The Contractor shall integrate with the WTP contractor, and operate the DST system to maintain acceptable waste feed specifications for future waste feed delivery to the WTP while optimizing use of available DST space to facilitate SST waste retrieval and in-tank treatment to preserve tank integrity and improve waste feed characteristics.

Maintenance

The Contractor shall perform calibrations, maintenance and required equipment installations to assigned facilities in support of the RPP mission with a prioritization that provides the best value to DOE-ORP.

Upgrades

The Contractor shall plan and execute Tank Farm and related facilities upgrade sub-projects, as necessary, to support safe, reliable, and compliant storage, and tank waste retrieval, staging, delivery, and treatment efforts.

DST Integrity/Life Extension

The Contractor shall maintain DST waste within TSR chemistry specifications to minimize tank corrosion. Chemistry specifications shall be evaluated to optimize tank protection while minimizing waste generation and resultant vitrified waste form volume. The Contractor shall perform non-destructive testing and evaluation of tanks to meet *Resource Conservation and Recovery Act of 1976* (RCRA) requirements, status tank corrosion, and assure continued tank integrity.

Sampling & Characterization

The Contractor shall maintain a ready-to-serve waste tank sampling and sample transportation capability. The Contractor shall perform tank waste sampling and characterization to support safe storage and evaporator operations, and to preserve tank integrity. Sampling and characterization activities for tank waste retrieval, tank closure, treatment planning and waste feed delivery are included in their respective sub-CLINs.

Receipt of Wastes

The Contractor shall maintain the necessary equipment and receive waste from other Hanford Site facilities, as required, to support the Hanford Site cleanup mission.

Evaporator Operation

The Contractor shall operate the 242-A Evaporator in support of DST space management, waste retrieval, and feed delivery activities. The Contractor shall perform evaporator maintenance and upgrades, as necessary, to support the RPP mission.

Secondary Wastes

The Contractor shall perform detailed planning and implementation of activities to support packaging and treatment for disposal of secondary liquid and solid wastes generated in the Tank Farms and assigned facilities.

WTP Infrastructure Support

The Contractor shall be responsible for coordinating, planning and paying for the WTP contractor requirements for infrastructure, utility, and service support from the MSC and the PRC.

Vent and Balance Service

The Contractor shall perform cost-effective/efficient vent and balance services (primarily high efficiency particulate air (HEPA) filter testing) for RPP facilities and the balance of the Hanford Site.

Project Management

The Contractor shall implement and maintain Tank Farm and assigned facility project management processes as further described in Section C.3.1, *Project Management*. Where appropriate, the Contractor shall integrate these projects with the Hanford Site-wide programs coordinated by the MSC.

Integrated Safety Management System

The Contractor shall implement and maintain a Tank Farm and related facility ISMS that includes environment, safety, health, and quality programs as described in Section C.3.2, *Integrated Safety Management System*. Where appropriate, the Contractor shall integrate these programs with the Hanford Site-wide programs coordinated by the MSC.

Security and Emergency Services

The Contractor shall implement and maintain Tank Farm and assigned facility safeguards, security, and emergency preparedness programs as described in Section C.3.3, *Security and Emergency Services*. Where appropriate, the Contractor shall integrate these programs with the Hanford Site-wide programs coordinated by the MSC.

Interactions

The Contractor shall implement and maintain processes for interactions with Defense Nuclear Facilities Safety Board (DNFSB), Native Tribal Governments, regulators, advisory boards, stakeholders, and the media as described in Section C.3.4, *Interactions*.

Interface Management

In cooperation with other Hanford Site contractors, the Contractor shall establish interface management processes to assure effective control of technical, administrative, and regulatory interfaces as further described in Section C.3.5, *Interface Management*. Development and compliance with interface control documents (ICDs) between the Contractor and the WTP contractor are described separately in Section C.2.3.1.

C.2.1.3 Sub-CLIN 1.3: Analytical Laboratory Support

Background:

The 222-S Laboratory Complex in the 200 West Area of the Hanford Site is the primary Hanford Site laboratory for analysis of highly radioactive samples. The Analytical Services Production Contractor (ASPC), under contract to DOE-ORP through 2010, performs analytical services; however, the TOC shall operate and maintain the laboratory facility. The laboratory is a Hazard Category 3 nuclear facility and contains hot cells and equipment to perform analysis of solid, liquid and gaseous samples. The ASPC maintains its own ISMS, Quality Assurance Plan, and Assurance System Description, but relies on the TOC for nuclear safety, radiation protection, and any other facility-related support. The ASPC is required to annually perform approximately 25,000 inorganic, organic, and radionuclide analyses. The ASPC will perform these analyses on approximately 3,000 intermediate to high level radioactive and/or hazardous waste samples received from multiple locations and contractors on the Hanford Site.

General Scope:

The Contractor shall operate and maintain the 222-S Laboratory Complex to support analysis activities performed by the ASPC.

Detailed Scope and Requirements:

Integrated Planning

The Contractor shall coordinate with the ASPC to develop integrated Hanford Site-wide analysis plans, data quality objectives, and provide process and analytical technology support.

The Contractor shall document the interfaces in a mutually-approved *Administrative Interface Agreement with the Analytical Services Production Contractor* (Deliverable C.2.1.3-1) and submit to DOE-ORP for information.

The Contractor shall interface with the ASPC to develop sample analysis rates and waste generation estimates to allow the Contractor and other Site contractors to plan sample analysis expenditures.

Instrumentation & Equipment

The Contractor shall provide analytical instrumentation and support equipment to ensure capability, capacity, storage, and reliability are available to support Hanford Site cleanup schedules.

Radiological Safety

The Contractor shall provide radiological protection program support and radiological control technician services to the ASPC. The ASPC work shall be performed in accordance with the Contractor's Radiation Protection Program.

Waste Management

The Contractor shall manage, treat, store or dispose of wastes generated by the ASPC.

Transportation

The Contractor shall transport Tank Farm-related samples to the 222-S Analytical Laboratory.

Other Hanford Site contractors are responsible for transportation of their samples to the 222-S Analytical Laboratory.

Regulatory Authorization & Compliance

The Contractor shall develop, evaluate, and maintain authorization basis documentation, environmental permitting, and other regulatory compliance documentation and perform the necessary compliance activities.

Maintenance

The Contractor shall provide maintenance, routine calibrations, repairs and engineering functions.

Upgrades

The Contractor shall plan and execute upgrades to the 222-S Laboratory Complex to support safe, reliable, and compliant operations.

C.2.2 CLIN #2 – Single-Shell Tank (SST) Retrieval and Closure

C.2.2.1 Sub-CLIN 2.1: Single-Shell Tank Retrieval

Background:

The 149 SSTs contain a mixture of liquid, sludge and saltcake; pumpable liquids have been removed. Tank wastes are retrieved to support waste treatment and Tank Farm closure.

General Scope:

The Contractor shall design, procure, permit, construct/fabricate, and operate the SST retrieval system(s) used to remove waste from SSTs and transfer the waste to pretreatment/treatment systems, or to the DST system for eventual treatment.

Detailed Scope and Requirements:

Integrated Retrieval Planning and Implementation

The Contractor shall develop, submit for DOE-ORP approval, implement, and maintain an *Integrated SST Retrieval Plan* (Deliverable C.2.2.1-1) that describes waste treatment, closure objectives, and near-term SST retrieval commitments.

The Contractor shall incorporate retrieval planning into the overall *RPP System Plan* (See Section 2.3.1).

Retrieval Technologies

The Contractor shall develop technologies to improve the efficiencies and equipment reliability for retrieving saltcake, hard heel, and other wastes from SSTs; determine technology limitations, retrieval efficiencies, safety and environmental concerns, and cost impacts for SST retrieval systems; and evaluate alternative retrieval technologies and leak detection methods for SSTs.

Process Controls

The Contractor shall establish the necessary process controls and perform required tank waste sampling and characterization to prevent transfer line and equipment degradation, preserve DST integrity, and prevent flammable gas issues and other potential safety and environmental concerns.

Retrieval Execution

The Contractor shall provide SST retrieval system(s), and transfer waste to the DST system or pretreatment/treatment systems to support treatment schedules.

The Contractor shall design, procure, permit, construct and/or fabricate, test, start-up and operate SST retrieval and transfer system(s) that efficiently achieve the waste removal goals.

Cold Test Facility Operation

The Contractor shall manage, maintain and operate the Cold Test Facility to support personnel training, development and testing of retrieval technologies and tank sampling technologies, and to support testing and technology development.

Vadose Zone Characterization & Corrective Measures

The Contractor shall perform Tank Farm vadose zone sampling, characterization, and corrective measures (in coordination with the PRC) to integrate these activities and drive efficiencies in the Hanford Site groundwater program. The TOC shall provide support to the lead contractor (PRC) for the groundwater/vadose zone program.

C.2.2.2 Sub-CLIN 2.2: Single-Shell Tank Farm (Waste Management Area) Closure

Background:

There are 149 underground SSTs, ancillary equipment, and contaminated soil, aggregated into seven (7) waste management areas that require remediation and closure.

General Scope:

The Contractor shall perform waste management area closure activities in accordance with Hanford Site-wide integrated closure strategies.

Detailed Scope and Requirements:

Integrated Closure Planning and Implementation

The Contractor shall develop, submit for DOE-ORP approval, implement, and maintain an *Integrated SST Waste Management Area Closure Plan* (Deliverable C.2.2.2-1).

The Contractor shall incorporate closure planning into the overall *RPP System Plan*.

Regulatory Acceptance

The Contractor shall obtain regulatory approval for component and/or waste management area closure activities through regulator approval of necessary permits and authorization documents that demonstrate compliance with state and federal rules/regulations.

Physical Closure

The Contractor shall design, construct, and operate equipment and systems necessary to support the work specified in the regulatory closure documents.

The Contractor shall demonstrate technologies and gather data to support closure decisions.

C.2.3 CLIN #3 – Waste Treatment and Immobilization Plant (WTP) Support

C.2.3.1 Sub-CLIN 3.1: Treatment Planning, Waste Feed Delivery, and WTP Transition

Background:

High level and low activity portions of tank waste must be reliably provided to the WTP and other waste treatment equipment and facilities in time to support hot commissioning and operation. The existing DST system does not have the capability to retrieve, blend, and transfer wastes to the treatment facilities.

General Scope:

The Contractor shall provide integrated system planning for the RPP mission, incorporating the results from other integrated planning tools for SST retrievals, closures, and for waste feed delivery.

The Contractor shall perform waste feed delivery, including project planning, Tank Farm upgrade and new equipment installations, and operations to accomplish pretreatment (if needed), blending, mixing, retrieval and transfer of tank waste to support optimized and reliable feed delivery to the waste treatment facilities.

The Contractor and the WTP Contractor shall jointly develop a transition plan for safe and efficient transition of the operational WTP facilities to the Contractor.

Detailed Scope and Requirements:

Planning Models

The Contractor shall maintain the Hanford Tank Waste Operation Simulator (HTWOS) model and use the model to evaluate alternative cases to optimize RPP system performance and provide a technical basis for the approved *Performance Measurement Baseline* described in Section C.3.1.2, *Project Scope, Schedule, and Cost Baseline*. The key assumptions and inputs associated with this HTWOS model shall be submitted to DOE-ORP for approval.

The Contractor shall assist DOE-ORP in making the HTWOS model available for independent analysis of RPP System Planning.

RPP System Planning

The Contractor shall develop, submit for DOE-ORP approval, and maintain the *River Protection Project System Plan* (Deliverable C.2.3.1-1) and subsequent planning documents that describe the technical planning for optimizing tank retrieval sequence, waste feed delivery, treatment strategies, storage, disposal options and operations, tank closure, and mission completion projections. The *System Plan* shall consider effectiveness of the overall treatment system, including selection of waste feeding the WTP versus supplemental treatment options, and recycle streams and secondary waste streams. The Contractor shall conduct related planning, such as technology roadmapping, identification of technology needs, reductions to Tank Farm cost and risk, and streamlining of work processes.

The Contractor shall update the *System Plan*, as required, to reflect significant changes in mission strategies and to remain consistent with the *Performance Measurement Baseline* (See Section C.3.1.2.1). The key assumptions and inputs associated with this *System Plan* shall be submitted to DOE-ORP for approval prior to revision of the *System Plan*. All revisions of the *System Plan* shall be submitted to DOE-ORP for approval.

Integrated Waste Feed Delivery Planning

The Contractor shall prepare, submit for DOE-ORP approval, and implement an *Integrated Waste Feed Delivery Plan* (Deliverable C.2.3.1-2) to provide optimum and reliable pretreatment (if needed), blending/mixing, retrieval and delivery of feed to DOE-ORP treatment facilities. This Plan shall include the needs of commissioning, near-term, and long-term operations; necessary studies, testing, and infrastructure installation; and projected waste transfer/pretreatment operations.

The Contractor shall ensure that the *Integrated Waste Feed Delivery Plan* is integrated with the *RPP System Plan*.

Retrieval & Transfer System Upgrades

The Contractor shall design, procure, and install DST retrieval and transfer system upgrades in support of Tank Farms activities, including in-tank treatment, waste staging, waste feed delivery to treatment systems, and optimizing use of DST space.

Waste Pretreatment and Staging, DST Retrieval, and Feed Delivery Operations

The Contractor shall operate and maintain the DST retrieval and feed delivery systems including in-tank treatment/pretreatment and blending/mixing systems to maximize the waste treatment system efficiency.

The Contractor shall perform sampling and characterization of DST waste as required to support feed delivery planning.

Tank Waste Inventory Management

The Contractor shall maintain the electronic and physical systems necessary to manage the tank waste inventory, including the:

- Tank Waste Information Network System (TWINS) database;
- Best Basis Inventory (BBI) – updated quarterly to account for tank waste transfers and data from sampling;
- Archive sample storage in the 222-S Laboratory; and
- WTP feed sampling.

WTP Interface

The Contractor shall:

- Assist DOE-ORP (as lead) and the WTP contractor in developing and implementing an *Interface Management Plan*.
- Assist the WTP contractor in the developing, implementing, and updating Interface Control Documents (ICDs) which define the scope of each interface and required deliverables.

IHLW Storage and Disposition Planning

The Contractor shall perform system planning and baseline management activities for IHLW storage and disposition, and shall assist DOE-ORP in their interface with the DOE Office of Civilian Radioactive Waste Management. The IHLW system planning shall be integrated into the *RPP System Plan*.

WTP Transition Plan

The Contractor and the WTP contractor shall jointly develop a *WTP Facility Transition Plan* (Deliverable C.2.3.1-3) that describes the strategy, schedule and requirements for safe, efficient, and sequential transfer of the WTP facilities, associated workforce, and all activities that support operations from the WTP contractor to the Contractor. The Plan shall identify, at a minimum, each facility, the proposed schedule for facility turnover, and provide a checklist of requirements to be completed to ensure that the facilities can be safely transitioned and operated by the Contractor. The Plan shall provide for the flexibility of early and/or extended operations of any of the WTP facilities during the Transition Period.

The Contractor shall submit the *WTP Facility Transition Plan* to DOE-ORP for approval at the completion of the WTP contractor certification of WTP cold commissioning.

WTP LAW/BOF/LAB Facility Transition Plan

If the DOE-ORP directs early feed and operation of the WTP LAW/BOF/LAB facilities, the Contractor and the WTP contractor shall jointly develop a *WTP LAW/BOF/LAB Facility Transition Plan* (Deliverable C.2.3.1-4). The Contractor shall submit the *WTP LAW/BOF/LAB Facility Transition Plan* to DOE-ORP for approval at the completion of WTP contractor certification of WTP LAW/BOF/LAB cold commissioning.

C.2.3.2 Sub-CLIN 3.2: WTP Operational Readiness

Background:

The WTP Pretreatment facility, HLW facility, LAW facility, Analytical Laboratory (LAB), and Balance of Facilities (BOF) will be used to treat and immobilize the tank waste. The WTP is currently under construction and scheduled to perform start-up testing, cold commissioning, and hot commissioning under a separate contract during the Contract performance period.

General Scope:

The Contractor shall conduct a continuing in-process evaluation of WTP operational readiness to promote Contractor understanding of and planning for future WTP operations, verify that there are no deficiencies that would preclude successful Contractor operations, and support safe and efficient turnover of completed WTP facility(ies). DOE will require that the WTP Contractor certify that performance requirements are met, and DOE will independently accept the WTP facility(ies).

Detailed Scope and Requirements:

The Contractor shall develop a *WTP Operational Readiness Plan* (Deliverable C.2.3.2-1) detailing a time-phased approach for evaluation of WTP operational readiness to:

- Promote Contractor understanding of and planning for future WTP operations;
- Perform a continuing, in-process evaluation on WTP operability at a component, system, and facility basis;
- Verify that the WTP is ready to transition to Contractor operations; and
- Support safe and efficient Contractor acceptance of WTP facility(ies).

The Contractor shall submit the *WTP Operational Readiness Plan* to DOE-ORP for approval.

The Contractor shall report its evaluation of WTP operability in a *Semi-annual WTP Operational Readiness Evaluation* (Deliverable C.2.3.2-2). The evaluation will address each of the five (5) topical areas shown below for each of the WTP facilities (Pretreatment, HLW, LAW, LAB, and BOF).

Topical Areas:

- Process flowsheet viability;
- Reliability, availability, maintainability, and inspectability;

- Training and testing activities; and
- Cold and hot commissioning.

In the *Semi-annual WTP Operational Readiness Evaluation*, the Contractor shall document its technical basis to verify that the WTP is ready for transition to Contractor operations and that there are no deficiencies that would preclude successful Contractor operations. The responsible corporate official with knowledge of the basis for the evaluation, identified in Section H Clause entitled, *Responsible Corporate Official*, shall sign each of the *Semi-annual WTP Operational Evaluations*.

C.2.3.3 Sub-CLIN 3.3: Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction

Background:

IHLW produced by the WTP will be stored on-site until shipment to an off-site repository. A Canister Storage Building (CSB), with three below grade vaults, is in operation. One of the three vaults currently provides interim storage for spent nuclear fuel canisters. The other two vaults are empty and require modifications to be able to accept up to 880 IHLW canisters. Project design to modify the two empty vaults is complete, but modifications have not begun.

General Scope:

The Contractor shall design, construct, commission, and operate a storage facility for IHLW canisters to support WTP production of IHLW. Based on the availability of an off-site repository, the Contractor shall design, construct, commission and operate a Hanford Shipping Facility for IHLW and SNF.

Detailed Scope and Requirements:

Hanford Shipping Facility and IHLW Interim Storage

The Contractor shall:

- Define and evaluate alternatives for location of the Hanford Shipping Facility, and the amount and location of on-site interim storage. The Contractor shall prepare a *Hanford Spent Nuclear Fuel and Immobilized High Level Waste Interim Storage Alternatives Analysis* (Deliverable C.2.3.3-1) and submit to DOE-ORP for information.
- Design a Hanford Shipping Facility that is capable of:
 - Receiving IHLW and SNF transportation casks on railroad cars from the off-site repository;
 - Removing and opening the casks;
 - Placing IHLW and SNF canisters into the casks,
 - Closing the casks and remounting them on the railcars; and
 - Staging the loaded railcars for return to the off-site repository.
- Complete modifications to the CSB and/or construction of a separate interim storage facility and ensure that the facility is ready for operation prior to WTP commencement of IHLW production.

- Complete construction of the Hanford Shipping Facility with capability to ship at a rate of 600 canisters per year. Actual shipping rates will be determined by the DOE Office of Civilian Radioactive Waste Management in accordance with the Integrated Acceptance Schedule.
- Prepare to operate the Hanford Shipping Facility in accordance with DOE-ORP direction (to be provided post-award) derived from the *Memorandum of Agreement for Acceptance of Department of Energy Spent Nuclear Fuel and High-Level Radioactive Waste*. Contractor responsibilities will include:
 - Loading IHLW and SNF canisters into transportation casks in accordance with procedures provided by DOE Office of Civilian Radioactive Waste Management;
 - Performing routine and incidental maintenance of transportation casks and equipment; and
 - Providing procedures, equipment and supplies, and personnel training for both Contractor and DOE staffs in the handling and maintenance of the SNF and IHLW canisters, as well as storage facilities and transportation equipment.

ILAW and IHLW Transport

The Contractor shall design and procure the necessary equipment and arrange for transportation of ILAW, IHLW, and unique waste forms from WTP and supplemental treatment facilities to their respective on-site disposition or storage locations.

C.2.3.4 Sub-CLIN 3.4: Upgrade and Operate the Effluent Treatment Facility

General Scope:

The Contractor shall assume responsibility for the 200 East Area ETF and LERF, and complete upgrade designs and permitting, perform facility upgrades, and operate the ETF and LERF.

Detailed Scope and Requirements:

The Contractor shall assume responsibility for the 200 East Area ETF and LERF from the PRC in accordance with the DOE-ORP approved *ETF/LERF Transition Plan*.

The Contractor shall complete ETF and LERF upgrade designs and permitting, and perform facility upgrades to enable the facilities to receive and treat anticipated waste stream volumes and types.

The Contractor shall maintain the facilities in a ready-to-serve status, function as a service provider for other site contractors, and coordinate with waste generators to develop annual waste volume projections for DOE-ORP review.

The Contractor shall operate the LERF and ETF to receive liquid waste that meets applicable waste acceptance criteria.

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

C.2.4 CLIN #4 – Supplemental Treatment

C.2.4.1 Sub-CLIN 4.1: Demonstration Bulk Vitrification System (DBVS) Construction and Operations

Background:

Bulk vitrification is the tank waste treatment technology currently selected for testing and development at Hanford. Alternative technologies are being tested at other DOE Sites. Selection of the Hanford Site technology is dependent on the performance of the DOE options under development. The DBVS has been sited and designed. Laboratory, engineering, and production-scale testing continues to be conducted.

General Scope:

The Contractor shall complete an evaluation of DBVS design; procure, build, and operate a pilot scale one-line bulk vitrification plant; and conduct plant and waste form performance testing to determine the effectiveness of the treatment technology.

Detailed Scope and Requirements:

DBVS Planning

The Contractor shall evaluate the current design and pre-construction testing for acceptability.

The Contractor shall develop a *DBVS Construction, Testing, and Operations Plan* (Deliverable C.2.4.1-1) for DOE-ORP approval. The Plan shall include, but not be limited to, pre-construction testing of pilot plant systems, pilot plant construction, construction acceptance and operational testing, and operations including waste form and plant performance evaluation.

DBVS Execution

The Contractor shall procure, build, test, start up, and operate the DBVS. Plant and immobilized waste form performance data shall be collected to support a decision by DOE on supplemental LAW treatment technologies.

The Contractor shall develop a *DBVS Pilot Plant and Vitrified Waste Form Performance Test Plan* (Deliverable C.2.4.1-2) for DOE-ORP approval.

The pilot plant shall be capable of testing waste processing under radioactive conditions, demonstrate the effectiveness of joule-heated melting utilizing Hanford radioactive tank waste, and provide design, construction, and operations lessons learned and training that could minimize technical and schedule risks for the production-scale bulk vitrification system.

The Contractor shall document the results of the DBVS pilot plant operational performance and the primary waste packages and vitrified waste forms environmental performance in a *DBVS Pilot Plant and Vitrified Waste Form Performance Results* report (Deliverable C.2.4.1-3) and submit the report to DOE-ORP for review. The report shall document performance data to include, but not limited to:

- DBVS pilot plant unit processing duration, and melter throughput, availability, and reliability while processing radioactive waste streams;
- Operational resource requirements and total operating efficiency;
- Equipment availability input to production plant;
- Maintenance and critical spares information;
- Quantification of the bounds of glass composition envelopes;
- Primary waste packages and vitrified waste forms environmental performance comparison to the waste acceptance criteria of the Hanford Site Integrated Disposal Facility (IDF);
- Secondary waste streams including off-gases and liquids environmental performance and volume quantification;
- Critical permitting data for the production-scale project;
- Identification of optimization in technology application, startup, operations, and process control for a production facility;
- Validation of whether off-gas treatment system consistently performs to meet or exceed (i.e., performs better than) regulatory requirements; and
- Operation of the vitrified waste package core sampling system.

Quality Assurance

The Contractor shall ensure that analytical laboratory analyses conducted on the DBVS waste feed, primary waste packages, vitrified waste forms, and secondary waste forms meet the quality requirements of the *Hanford Analytical Services Quality Assurance Requirements Document*.

Technical Recommendation

The Contractor shall make a technical recommendation on the viability of bulk vitrification as a LAW treatment technology for application on a production-scale based on the pilot plant operational performance, primary waste packages and vitrified waste forms environmental performance, and secondary waste forms environmental performance data.

The Contractor shall submit a *Recommendation on the Viability of the Bulk Vitrification Waste Treatment Technology* report (Deliverable C.2.4.1-4) to DOE-ORP for approval.

Comparative Analysis

The Contractor shall perform a comparative analysis of the bulk vitrification technology to alternative technologies (e.g., steam reforming, cast stone, a second WTP ILAW facility, and any other viable technologies) based on the pilot plant operational performance, vitrified waste form and secondary waste form performance. The Contractor shall provide assistance as determined by DOE-ORP during the DOE independent, expert review of its comparative analysis process and results.

The Contractor shall submit a *Comparative Analysis of Supplemental Treatment Technologies* report (Deliverable C.2.4.1-5) to DOE-ORP for review.

Re-permit Recommendation

Upon completion of the DBVS mission at its present site, the Contractor shall evaluate system performance results and submit a recommendation to DOE-ORP to either decommission the DBVS pilot plant and return the site to grade, or negotiate with Washington State regulators to re-permit the facility for an additional treatment mission.

The Contractor shall submit a *Recommendation to Re-Permit DBVS* report (Deliverable C.2.4.1-6) to DOE-ORP for approval.

Disposal

The Contractor shall design and procure the transportation equipment and arrange for transportation of the vitrified waste packages to the appropriate on-site disposal location, in accordance with the facility waste acceptance criteria and regulatory requirements.

Decommission

If the DBVS will not be modified for extended operations, then the Contractor shall decommission the DBVS facility in accordance with approved plans and permitting requirements.

C.2.4.2 Sub-CLIN 4.2: Extended Demonstration Bulk Vitrification System Operations

Background:

When the DBVS has completed its mission as a pilot plant, and if proven successful, DOE-ORP may direct the Contractor to upgrade the pilot plant so that it may be permitted to process additional tank waste.

General Scope:

The Contractor shall permit, modify, and perform extended operations of the DBVS.

Detailed Scope and Requirements:

Permit

The Contractor shall re-permit the DBVS for further service.

The Contractor shall meet RCRA Part B permit and radioactive mixed waste processing requirements.

The Contractor shall assume a lead role in negotiations with the regulators to develop the RCRA Part B Permit modification.

Pilot Plant Modification

The Contractor shall develop an 80 percent (%) probability cost and schedule estimate to refit the pilot plant to meet RCRA Part B permit and radioactive mixed waste processing requirements,

and submit a *Cost and Schedule Estimate for the Extended Operations of the Demonstration Bulk Vitrification System* report (Deliverable C.2.4.2-1) to DOE-ORP for approval.

The Contractor shall:

- Modify the pilot plant for further service and identify candidate tanks for processing.
- Design and fabricate components and systems, and perform construction activities to install and upgrade the pilot plant, as necessary, for the plant to meet RCRA Part B permit and radioactive mixed waste processing requirements.
- Revise the existing waste feed acceptance specification consistent with the design modifications and waste forms to be processed.
- Submit for DOE-ORP approval an *Extended Operations of the DBVS Final Design Modifications and Feed Acceptance Specifications* report (Deliverable C.2.4.2-2).

Extended Demonstration Bulk Vitrification System Operations

The Contractor shall develop sampling and analysis plans for the plant waste feed, primary waste packages and vitrified waste forms, and secondary waste forms, and submit an *Extended Operations of the DBVS Sampling and Analysis Plan* (Deliverable C.2.4.2-3), to DOE-ORP for approval.

The Contractor shall perform extended operations of the DBVS and ensure that the waste feed meets feed acceptance specifications and the immobilized products meet the standards for on-site disposal under DOE, RCRA, and Ecology permit requirements.

The Contractor shall operate the plant and ensure that all effluent vapor and liquids and all secondary waste streams meet on-site disposal requirements. The Contractor shall perform solid/liquid separation and waste feed pretreatment necessary to meet the waste feed requirements.

Quality Assurance

The Contractor shall ensure that analytical laboratory analyses conducted on the waste feed, primary waste packages, vitrified waste forms, and the secondary waste forms meet the requirements of the *Hanford Analytical Services Quality Assurance Requirements Document*.

Decommission

Upon completion of extended DBVS operations, the Contractor shall decommission and demolish the DBVS facility in accordance with approved plans and permitting requirements.

Disposal

The Contractor shall arrange for transportation of the vitrified waste packages to the appropriate on site disposal location.

C.2.4.3 Sub-CLIN 4.3: Supplemental Treatment Design

Background:

Depending on future waste treatment decisions, DOE-ORP may direct the Contractor to permit and commence design on supplemental LAW treatment capacity.

General Scope:

The Contractor shall perform the necessary activities to permit and commence design of additional supplemental treatment capacity for low activity tank waste.

Detailed Scope and Requirements:

The Contractor shall commence design, permitting, and safety analysis activities up through Critical Decision 2, *Approve Performance Baseline*, for LAW treatment facilities in accordance with the requirements of DOE Order (O) 413.3A, *Program and Project Management for Acquisition of Capital Assets*. Plant treatment capacity shall meet the requirements determined by the planning models and RPP System Plan described in Section C.2.3.1, Treatment Planning and Waste Feed Delivery.

The Contractor shall design treatment processes to ensure that the treated waste meets the standards for on-site disposal under DOE, RCRA, and Ecology permit requirements.

The Contractor shall develop treatment waste feed acceptance specifications consistent with the design and waste forms to be processed. The design shall incorporate solid/liquid separation and waste feed pretreatment necessary to meet the waste feed acceptance specifications.

C.2.4.4 Sub-CLIN 4.4: Supplemental Treatment Construction and Operations

Background:

Depending on future waste treatment decisions, DOE-ORP may direct the Contractor to complete design and construction of supplemental LAW treatment capacity.

When supplemental treatment construction is completed, it may be advantageous for DOE to direct transition and/or operation of the supplemental LAW treatment capacity.

General Scope:

The Contractor shall construct additional supplemental treatment capacity for LAW.

Detailed Scope and Requirements:

The Contractor shall complete design and permitting, and procure and construct supplemental LAW treatment capacity. The plant(s) shall receive LAW feed from SSTs and DSTs.

Plant treatment capability shall meet the requirements determined by the planning models and *RPP System Plan* described in Section C.2.3.1, *Treatment Planning and Waste Feed Delivery*.

Treated waste shall meet the standards for on-site disposal under DOE, RCRA, and Ecology permit requirements.

The Contractor shall perform solid/liquid separation and waste feed pretreatment necessary to meet the waste feed acceptance specifications.

C.2.4.5 Sub-CLIN 4.5: Transuranic Tank Waste Treatment and Packaging

Background:

The Hanford Transuranic (TRU) Tank Waste Project was initiated to provide supplemental treatment of TRU tank waste. Project and equipment status is documented in RPP-PLAN-25638, Revision 0, *Transuranic Waste Project Standby Report*. Significant portions of the retrieval and treatment systems are currently used in other Tank Farm projects.

Regulatory documentation including the Waste Isolation Pilot Plant (WIPP) Class III RCRA permit modification, the RCRA Part B permit modification, the U.S. Environmental Protection Agency (EPA) Compliance Recertification Application, and appropriate *National Environmental Policy Act of 1969* (NEPA) documentation are in development.

General Scope:

The Contractor shall design, permit, construct, and operate a TRU tank waste packaging, characterization, and storage system for CH-TRU tank waste.

Detailed Scope and Requirements:

CH-TRU Packaging System

The Contractor shall permit, design, construct and operate a CH-TRU waste treatment and packaging system for TRU tank waste retrieved from selected SSTs.

WIPP Certification

The Contractor shall perform the WIPP-required characterization and support PRC in certification activities to demonstrate acceptability of the CH-TRU tank waste packages for disposal at WIPP.

CH-TRU Temporary Storage

The Contractor shall arrange for transportation of the CH-TRU waste packages to the PRC for storage pending shipment to WIPP.

C.2.5 CLIN #5 – Early Feed and Operation of the WTP Low Activity Waste Facility (LAW)

Background:

Depending on future waste treatment decisions, DOE-ORP may direct the Contractor to pursue actions to allow the WTP LAW Facility to begin vitrifying pretreated tank waste prior to the projected complete WTP hot start. Startup of the WTP LAW Facility will require early startup of the WTP LAB and the BOF on the WTP site, as well as modifications to other Hanford Site infrastructure (i.e., ETF). Construction work would continue on the WTP Pretreatment and HLW facilities with the construction zones cordoned off from the operational facilities.

When WTP Pretreatment and HLW facilities are completed, it may be advantageous for DOE to direct transition and/or operation of these WTP capabilities to support early feed and operation of the WTP LAW facility.

C.2.5.1 Sub-CLIN 5.1: Tank Selection, Retrieval, Pretreatment and Feed Delivery Design

General Scope:

The Contractor shall perform the activities necessary to permit and commence design of tank waste retrieval, pretreatment and waste feed delivery equipment and facilities to provide pretreated waste to the WTP LAW facility.

Detailed Scope and Requirements:

The Contractor shall identify the waste tank retrieval, staging, conditioning, pretreatment, and feed delivery sequences to provide waste feed delivery to the WTP LAW facility while optimizing the later waste feed retrieval and delivery processes for subsequent startup of the entire WTP complex. These planning sequences shall be documented and approved by DOE-ORP as described in the Sub-CLIN entitled, *Treatment Planning, Waste Feed Delivery, and WTP Transition*.

The Contractor shall commence design, permitting, and safety analysis activities up through Critical Decision 2, *Approve Performance Baseline*, for the waste tank retrieval; waste staging, conditioning, and pretreatment; feed delivery equipment and facilities; and secondary waste stream treatment (including modifications to the ETF) in accordance with the requirements of DOE O 413.3A, *Program and Project Management for Acquisition of Capital Assets*.

The Contractor shall produce a design to provide waste feed to the WTP LAW facility that meets the waste acceptance criteria in the WTP contract as described in the ICDs between the WTP and the TOC.

The Contractor shall compare early startup of the WTP LAW facility versus other treatment options for LAW – considering projected life-cycle costs, waste treatment schedules, waste form

performance, environmental and program risks, and impacts to other Hanford mission activities. The Contractor shall incorporate the analysis results into the *RPP System Plan*.

The Contractor shall interface with applicable Hanford Site contractors to ensure treatment planning includes planning for impacts and for the necessary modifications to projected Site services and waste management functions and facilities including ETF and the Liquid Effluent Retention Facility (LERF). The Contractor shall submit for DOE-ORP approval an *ETF/LERF Transition Plan* (Deliverable C.2.5.1-1) detailing the turnover of the ETF and LERF to the TOC.

C.2.5.2 Sub-CLIN 5.2: Retrieval, Pretreatment and Feed Delivery Construction and Operations

General Scope:

The Contractor shall complete design and permitting, and procure, construct and operate tank waste retrieval, pretreatment, waste feed delivery, and secondary waste treatment equipment and facilities to provide pretreated waste to the WTP LAW facility.

Detailed Scope and Requirements:

The Contractor shall complete designs and permits; and procure and construct the waste tank retrieval; waste staging, conditioning, and pretreatment; feed delivery equipment and facilities; and secondary waste stream treatment to provide waste feed delivery to the WTP LAW facility.

The Contractor shall operate the equipment and facilities to stage pretreated waste and to provide waste feed to the WTP LAW facility that meets the waste acceptance criteria in the WTP contract as described in the ICDs between the WTP and the TOC.

C.2.5.3 Sub-CLIN 5.3: (Reserved)

C.2.5.4 Sub-CLIN 5.4: LAW/BOF/LAB Operations

General Scope:

The Contractor shall transition, manage, maintain, and operate the WTP LAW/BOF/LAB facilities to produce Immobilized Low Activity Waste (ILAW) for delivery to the on-site disposal facility.

Detailed Scope and Requirements:

Operating Specifications

The Contractor shall submit the *WTP LAW Facility Operating and Product Specifications* (Deliverable C.2.5.4-1) concurrent with the *WTP LAW/BOF/LAB Facility Transition Plan* to DOE-ORP for approval. The specifications document shall include:

- ILAW container requirements and filled container limitations;
- Container fill and constituent requirements;
- Waste form sampling; and

- ILAW container handling and shipping to the approved on site disposal location.

WTP Facility Transition

Once each operational WTP facility(ies) is accepted by DOE-ORP under the WTP contract, the Contractor shall begin the transfer of the operational facility(ies), necessary operations and maintenance workforce, and all activities that support operations between the WTP contractor and the Contractor.

The Contractor shall coordinate directly with all other Hanford Site contractors that support an interface with the WTP facility(ies) and submit for DOE-ORP approval a *Transition Agreement* with the signatures of all involved parties.

The Contractor shall conduct a self-assessment of each facility(ies) transfer, support DOE-ORP verification of each transfer, and be accountable for WTP facility(ies) operation following transfer.

LAW/BOF/LAB Operations

The Contractor shall manage, maintain, and operate the WTP LAW/BOF/LAB facilities to produce containers of ILAW. Each container shall be routed through the complete process and equipment system, including level measurement, sampling as required, inert fill (as required), lid closure, decontamination, and placement in position for shipment.

The Contractor shall arrange for transportation of the ILAW containers to the appropriate on-site disposal location in accordance with the facility waste acceptance criteria and regulatory requirements.

C.2.6 CLIN #6 – Pension and Welfare Plans

C.2.6.1 Sub-CLIN 6.1: Hanford Employee Retirement and Benefit Plan Management

The Contractor will have certain responsibilities regarding sponsorship, management and administration of pension and other benefit plans for certain active and retired contractor employees at the Hanford Site. The requirements and scope of these responsibilities are set forth in the Section H Clause entitled, *Employee Compensation: Pay and Benefits* and the Section H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.

C.2.6.2 Sub-CLIN 6.2: Legacy Pension and Benefit Plan Management

The Contractor will have certain responsibilities regarding sponsorship, management and administration of pension and other benefit plans for certain retired contractor employees associated with work at different DOE Sites. The requirements associated with these responsibilities are set forth in the Section H Clause entitled, *Employee Compensation: Pay and Benefits* and the Section H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.

C.2.7 CLIN #7 – American Recovery and Reinvestment Act (ARRA) Workslope

The workslope identified in CLIN 7 is not new scope. The work identified in Sub-CLIN 7.1, 7.2, 7.3, and 7.4 is scope that is already part of Sub-CLIN(s) 1.2, 1.3, 3.1, and 3.3 identified above. CLIN 7 and associated Sub-CLIN(s) has been developed solely for the purpose of identifying the scope contemplated and provide for a method of tracking funds received as part of the American Recovery and Reinvestment Act (ARRA). See Section J, attachment J.15, *American Recovery and Reinvestment Act (ARRA) Milestones and Performance Measures*, for specific major ARRA program milestones, milestone dates, required evidence of achievement, and performance measures/metrics.

C.2.7.1 Sub-CLIN 7.1: ARRA workslope under Sub-CLIN 1.2 - Safe, Compliant Operations

General Scope:

The Contractor shall maintain and operate the Tank Farms, 242-A Evaporator, and supporting Tank Farm infrastructure.

For the assigned work scope, the Contractor shall establish and implement the necessary programs and processes for:

Project Management (Section C.3.1);
Integrated Safety Management System (ISMS) (Section C.3.2);
Security and Emergency Services (Section C.3.3);
Interactions (Section C.3.4); and
Interface Management (Section C.3.5).

Detailed Scope and Requirements:

SST System Management

The Contractor shall operate and maintain the SST system and ancillary facilities to safely store tank waste and facilitate tank waste retrieval and component closure. The Contractor shall perform non-destructive testing and evaluation of SSTs and miscellaneous underground storage tanks to assure continued tank integrity commensurate with the waste contained in each tank and the associated risk.

DST System Management

The Contractor shall integrate with the WTP contractor, and operate the DST system to maintain acceptable waste feed specifications for future waste feed delivery to the WTP while optimizing use of available DST space to facilitate SST waste retrieval and in-tank treatment to preserve tank integrity and improve waste feed characteristics.

Maintenance

The Contractor shall perform calibrations, maintenance and required equipment installations to assigned facilities in support of the RPP mission with a prioritization that provides the best value to DOE-ORP.

Upgrades

The Contractor shall plan and execute Tank Farm and related facilities upgrade sub-projects, as necessary, to support safe, reliable, and compliant storage, and tank waste retrieval, staging, delivery, and treatment efforts.

DST Integrity/Life Extension

The Contractor shall maintain DST waste within TSR chemistry specifications to minimize tank corrosion. Chemistry specifications shall be evaluated to optimize tank protection while minimizing waste generation and resultant vitrified waste form volume. The Contractor shall perform non-destructive testing and evaluation of tanks to meet Resource Conservation and Recovery Act of 1976 (RCRA) requirements, status tank corrosion, and assure continued tank integrity.

Sampling & Characterization

The Contractor shall maintain a ready-to-serve waste tank sampling and sample transportation capability. The Contractor shall perform tank waste sampling and characterization to support safe storage and evaporator operations, and to preserve tank integrity. Sampling and characterization activities for tank waste retrieval, tank closure, treatment planning and waste feed delivery are included in their respective sub-CLINs.

Evaporator Operation

The Contractor shall operate the 242-A Evaporator in support of DST space management, waste retrieval, and feed delivery activities. The Contractor shall perform evaporator maintenance and upgrades, as necessary, to support the RPP mission.

Secondary Wastes

The Contractor shall perform detailed planning and implementation of activities to support packaging and treatment for disposal of secondary liquid and solid wastes generated in the Tank Farms and assigned facilities.

C.2.7.2 Sub-CLIN 7.2: ARRA workscope under Sub-CLIN 1.3 – Analytical Laboratory Support

General Scope:

The Contractor shall operate and maintain the 222-S Laboratory Complex to support analysis activities performed by the ASPC.

Detailed Scope and Requirements:

Instrumentation & Equipment

The Contractor shall provide analytical instrumentation and support equipment to ensure capability, capacity, storage, and reliability are available to support Hanford Site cleanup schedules.

Maintenance

The Contractor shall provide maintenance, routine calibrations, repairs and engineering functions.

Upgrades

The Contractor shall plan and execute upgrades to the 222-S Laboratory Complex to support safe, reliable, and compliant operations.

C.2.7.3 Sub-CLIN 7.3: ARRA workscope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition

General Scope:

The Contractor shall provide integrated system planning for the RPP mission, incorporating the results from other integrated planning tools for SST retrievals, closures, and for waste feed delivery.

The Contractor shall perform waste feed delivery, including project planning, Tank Farm upgrade and new equipment installations, and operations to accomplish pretreatment (if needed), blending, mixing, retrieval and transfer of tank waste to support optimized and reliable feed delivery to the waste treatment facilities.

The Contractor and the WTP Contractor shall jointly develop a transition plan for safe and efficient transition of the operational WTP facilities to the Contractor.

Detailed Scope and Requirements:

Integrated Waste Feed Delivery Planning

The Contractor shall prepare, submit for DOE-ORP approval, and implement an *Integrated Waste Feed Delivery Plan* (Deliverable C.2.3.1-2) to provide optimum and reliable pretreatment

(if needed), blending/mixing, retrieval and delivery of feed to DOE-ORP treatment facilities. This Plan shall include the needs of commissioning, near-term, and long-term operations; necessary studies, testing, and infrastructure installation; and projected waste transfer/pretreatment operations.

The Contractor shall ensure that the *Integrated Waste Feed Delivery Plan* is integrated with the *RPP System Plan*.

Retrieval & Transfer System Upgrades

The Contractor shall design, procure, and install DST retrieval and transfer system upgrades in support of Tank Farms activities, including in-tank treatment, waste staging, waste feed delivery to treatment systems, and optimizing use of DST space.

Waste Pretreatment and Staging, DST Retrieval, and Feed Delivery Operations

The Contractor shall operate and maintain the DST retrieval and feed delivery systems including in-tank treatment/pretreatment and blending/mixing systems to maximize the waste treatment system efficiency.

The Contractor shall perform sampling and characterization of DST waste as required to support feed delivery planning.

Tank Waste Inventory Management

The Contractor shall maintain the electronic and physical systems necessary to manage the tank waste inventory, including the:

- Tank Waste Information Network System (TWINS) database;
- Best Basis Inventory (BBI) – updated quarterly to account for tank waste transfers and data from sampling;
- Archive sample storage in the 222-S Laboratory; and
- WTP feed sampling.

IHLW Storage and Disposition Planning

The Contractor shall perform system planning and baseline management activities for IHLW storage and disposition, and shall assist DOE-ORP in their interface with the DOE Office of Civilian Radioactive Waste Management. The IHLW system planning shall be integrated into the *RPP System Plan*.

C.2.7.4 Sub-CLIN 7.4: (Reserved)

C.2.7.5 Sub-CLIN 7.5: ARRA workscope under Sub-CLIN 3.4 - Upgrade and Operate the Effluent Treatment Facility (ETF).

General Scope:

The Waste Treatment Plant is anticipated to produce a liquid effluent from the processing of High and Low Activity waste. This effluent is expected to contain low levels of radioactive and hazardous components that will need to be treated before final disposal. ETF is currently envisioned to be used as the treatment facility with final disposal occurring at the Integrated Disposal Facility.

Detailed Scope and Requirements:

The contractor shall:

- Initiate test program to determine a final secondary waste form that will be acceptable for disposal at the Integrated Disposal Facility (IDF). This waste form will need to meet long term performance objects that will be included in the IDF's Waste Acceptance Criteria.
- Perform crucible and small scale melter testing to enhance the low activity glass formulations retention of technetium (Tc) and other contaminants of concern. This testing is anticipated to reduce the requirements on the secondary waste form for final disposal at IDF.

C.3 DESCRIPTION OF PROJECT SUPPORT PERFORMANCE REQUIREMENTS

The following Sections define the programs that must exist to safely and effectively perform the cleanup mission in the Hanford Tank Farms and related facilities. Beginning with Project Management and progressing through Integrated Safety Management, Environmental, Safety, Health and Quality (ESH&Q), Security and Emergency Services, Interactions, and Interface Management, these programs shall be conducted in an integrated manner that protects the workers, public, and environment while enabling efficient cleanup.

C.3.1 Project Management

The Contractor shall provide all management and technical information to:

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

The Contractor shall ensure that all project management information developed under this Contract is accessible to DOE-ORP electronically.

C.3.1.1 Project Integration and Control and Earned Value Management

The Contractor shall prepare and submit for DOE-ORP approval a *Project Execution Plan (PEP)* (Deliverable C.3.1.1-1) consistent with the PEP requirements in DOE O 413.3A and DOE M 413.3-1. The PEP shall describe the approach for managing and controlling all activities necessary to execute this Contract and shall focus on Contractor policies, methods, and approach to project integration of scope, schedule and cost information.

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

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

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

The Contractor shall have the EVMS evaluated against the ANSI standard by a qualified, independent third party chosen by the DOE Office of Engineering and Construction Management (DOE-OECM). Upon successful completion of the evaluation, DOE-OECM will certify the Contractor's EVMS as compliant with the ANSI standard. Subsequent to the initial evaluation and certification, DOE-OECM may at any time require the Contractor to repeat the evaluation and certification process. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.

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

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

C.3.1.2 Project Scope, Schedule, and Cost Baseline

C.3.1.2.1 Performance Measurement Baseline

The Contractor shall develop and maintain a TOC Project Performance Measurement Baseline (PMB). The PMB is a life-cycle integrated and traceable technical scope, schedule, and cost

baseline that encompass all activities to execute the requirements of this Contract, integrate the WTP scope and schedule, and complete the River Protection Project mission.

The PMB shall include the following:

- Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the PMB:
 - The Contract Section C, *Statement of Work*;
 - The *River Protection Project System Plan*;
 - Waste site and facility lists;
 - Approved Interface Control Documents (ICDs);
 - Work Breakdown Structure (WBS) dictionary sheets required to a WBS level to be determined post-award by DOE-ORP;
- Schedule at a WBS level to be determined post-award by DOE-ORP; and
- Time-phased life-cycle cost estimate.

The PMB shall comply with the following requirements:

- The scope, cost and schedule shall be linked through use of the WBS provided by DOE-ORP or as otherwise approved by DOE-ORP. The WBS shall encompass all activities required in this Contract and provide the basis for all project control system components, including estimating, scheduling, budgeting, and project performance reporting. Control accounts within the WBS shall be identified.
- The baseline and management thereof shall comply with; *ANSI/EIA-748-A-1998 Earned Value Management Systems (EVMS)*, DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets*, and DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets*.
- The PMB schedule shall:
 - Include all significant external interfaces, all TPA milestones, other regulatory and DNFSB commitments, and Government-Furnished Services and Information (GFS/I) dependencies.
 - Be an integrated, logical network-based plan that correlates to the WBS, is vertically traceable to the EVMS control accounts, and successfully aligns the Tank Farm Project schedule with the WTP schedule. The schedule shall be capable of summarizing from control accounts to higher WBS levels.
- A working level schedule(s) shall be developed for the execution year plus 6 additional months. The working level schedule(s) shall be integrated with the PMB and able to provide earned value reporting in compliance with *ANSI/EIA-748-A-1998 Earned Value Management Systems (EVMS)*.
- The PMB cost estimate shall include project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.
- The method used to determine earned value shall be identified for each control account.
- The PMB shall be accessible to DOE-ORP at any time through access to electronic files.
- The PMB shall integrate with the:
 - Financial systems(s);

- Budget formulation;
- Regulatory, DOE, and Congressional commitments; and,
- Performance milestones including contract performance incentives and other performance measures established by DOE-ORP.

C.3.1.2.2 Performance Measurement Baseline Submittals

The Contractor shall develop and submit an initial *TOC Project Performance Measurement Baseline* (Deliverable C.3.1.2.2-1) to DOE-ORP for approval. The PMB submittal shall include both hard copies and electronic files for the:

- WBS and WBS dictionary sheets at the level in which the costs are collected and cross referenced to the corresponding Contract CLIN number;
- Time-phased cost estimate at a WBS level to be determined post-award by DOE-ORP;
- Basis of estimate at a WBS level to be determined post-award by DOE-ORP; and
- Time-phased resource-loaded schedule at a WBS level to be determined post-award by DOE-ORP.

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

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

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

C.3.1.2.3 Performance Measurement Baseline Change Control Process

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

The Contractor shall:

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

C.3.1.3 Project Performance Reporting

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

C.3.1.3.1 Monthly Performance Report

The Contractor shall submit a *Monthly Performance Report* (Deliverable C.3.1.3-1) representing the prior month's performance and transmit it to DOE-ORP for review by the last Tuesday of each month.

The Monthly Performance Report shall be a written report that includes, but is not limited to, the following:

- Project manager narrative assessment.
- Significant accomplishments and progress towards completion of project goals and objectives.
- Major issues including actions required by the Contractor and DOE-ORP;
- Analysis of funds expenditure, with projections for the Project by fiscal year and life of the Contract.
- Evaluation of safety performance (including ISMS metrics and all recordable injuries, lost-time injuries, and near-misses).
- Business structure information to demonstrate ongoing compliance with the requirements of the Section H clause entitled, *Self Performed Work*.
- Project Baseline Performance including:
 - Earned value management system information using the following OMB Contract Performance Report formats (DID-MGMT-81466):
 - Format 1, DD Form 2734/1, Mar 05, *Work Breakdown Structure*;
 - Format 2, DD Form 2734/2, Mar 05, *Organizational Categories*;
 - Format 3, DD Form 2734/3, Mar 05, *Baseline*;
 - Format 4, DD Form 2734/4, Mar 05, *Staffing*; and
 - Format 5, DD Form 2734/5, Mar 05, *Explanations and Problem Analysis*.
 - Stated baseline schedule, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to TPA or DNFSB milestones.
 - Contract estimates-to-complete.
 - A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and use of management reserve.
- Project Risk Assessment including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation. The Project Risk Assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project.

- Actions required by DOE-ORP including GFS/I and DOE-ORP decisions.

C.3.1.3.2 Project Review Meetings

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

C.3.1.4 Risk Management

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

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

The Contractor shall provide a *Risk Management Plan* (Deliverable C.3.1.4-1) to DOE-ORP for approval. In the *Risk Management Plan*, the Contractor shall identify the management reserve required to adequately address contractor-controlled risks.

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

This Section applies to all capital asset construction activities performed as part of executing this Contract. In the context of this Section, the terms “acceptance testing” and “acceptance” refer to the Contractor’s testing and acceptance of Tank Farm-related systems and equipment. The Contractor shall provide the necessary documents to support the critical decision process in DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets*.

C.3.1.5.1 Project Design

- Design Authority: The Contractor shall act as the design authority unless otherwise determined in accordance with DOE O 413.3A, with duties to include developing design solutions, preparing all design media and documentation, maintaining the design basis, and performing design reviews.
- Design Standards: The Contractor shall submit for DOE-ORP approval a list of the standards to be used in the design of facilities and equipment. The Contractor shall ensure that the project’s design meets all applicable standards, and that the list of applicable standards is maintained under configuration control. The Contractor shall integrate safety into the design process.
- Design Reviews: The Contractor shall conduct periodic design, constructability, and operability reviews. When directed by DOE-ORP, the Contractor shall facilitate independent DOE design reviews in support of the requirements of DOE O 413.3A, to demonstrate that the project will perform its intended functions and meets requirements. The Contractor shall provide the design at the end of the three (3) design stages

(conceptual, preliminary and final), or as otherwise directed by DOE, for DOE review. The Contractor shall resolve any comments resulting from these reviews with DOE-ORP.

- Release for Construction: Upon receipt of Critical Decision 3, *Approve Start of Construction*, and resolution of DOE comments, DOE-ORP will authorize the Contractor to release the design for construction.

C.3.1.5.2 Procurement, Construction, and Acceptance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.3.2 Integrated Safety Management System

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

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

The Contractor shall develop and submit for DOE-ORP approval an *Integrated Safety Management System Description* (Deliverable C.3.2-1), for ISM Phase I and Phase II Verification to be performed at a later date. The Contractor shall update the ISMS Description and obtain DOE-ORP approval annually or as required to reflect changing conditions and contractor responsibilities. The ISMS Description shall include an integrated Environmental Management System (EMS) developed pursuant to the DOE O 450.1, *Environmental Protection Program*. The Contractor shall provide this EMS to the MSC.

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

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

The Contractor shall pursue continuous improvement through the establishment, tracking, and annual updating of *ISMS/ESH&Q Performance Objectives, Measures, and Commitments* (Deliverable 3.2-3).

C.3.2.1 Environmental Regulatory Management

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

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

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

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

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

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

The Contractor shall integrate NEPA and RCRA required activities into the CERCLA process for the Central Plateau wherever appropriate. The Contractor shall prepare the technical information required for any additional NEPA analyses and/or documentation that may be required.

The Contractor shall provide all necessary support to DOE-ORP in executing its owner role with regulators and stakeholders in the preparation, submission, and approval of regulatory and supporting documentation required to complete the work under this Contract.

The Contractor is assigned lead responsibility for coordination with the regulators to develop an optimum regulatory approach for all work under this Contract. As part of this responsibility, the Contractor is encouraged to propose changes to the regulatory approach, including changes to current regulatory end-points to establish risk-based end-states that maintain protection of human health and the environment; and innovations to regulatory strategies and processes that improve total performance. The Contractor shall consult with DOE-ORP as an owner in advance of any proposed change to the regulatory approach.

C.3.2.2 Nuclear Safety

DOE will execute its nuclear safety responsibilities in accordance with DOE O 410.1. The Contractor shall adopt existing DOE-ORP-approved nuclear safety basis (e.g., Documented Safety Analysis (DSA) and Technical Safety Requirements (TSR)) documentation for the assigned Hazard Category 2 and 3 nuclear facilities.

The Contractor shall maintain, implement and improve the nuclear safety basis documents and comply with the TSR for its assigned Hazard Category 2 and 3 facilities in accordance with 10 CFR 830, Subpart B, *Safety Basis Requirements*.

For new Hazard Category 1, 2 and 3 nuclear facilities or major modifications to nuclear facilities, the Contractor shall develop safety basis documents up to and including a Preliminary Documented Safety Analysis (PDSA) to support construction and a DSA and TSRs to support operations that incorporate the expectations identified in DOE Guide 421.1-2, *Implementation Guide For Use in Developing Documented Safety Analyses To Meet Subpart B Of 10 CFR 830*, and DOE Guide 423.1-1, *Implementation Guide For Use In Developing Technical Safety Requirements*. The Contractor shall integrate nuclear safety into the design process.

As required by 10 CFR 830.203, *Unreviewed Safety Question Process*, the Contractor shall submit an *Unreviewed Safety Question Process* procedure (Deliverable C.3.2.2-2) that incorporates the expectations identified in DOE G 424.1-1A, *Implementation Guide for Use in Addressing Unreviewed Safety Question Requirements*, to DOE-ORP for approval.

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

The Contractor shall instill a Nuclear Safety Culture at all levels of the workforce in accordance with applicable Institute of Nuclear Operations (INPO) standards.

C.3.2.3 Worker Safety and Health

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

The Contractor shall develop and submit for DOE-ORP approval a 10 CFR 851-compliant *Worker Safety and Health Program* (Deliverable C.3.2.3-1). The Contractor shall update the Program and obtain DOE-ORP approval, as required, to reflect changing conditions and contractor responsibilities. The Worker Safety and Health Program shall address the Worker Safety and Health Functional Areas described in Appendix A to 10 CFR Part 851.

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

The Contractor shall document and implement a Radiation Protection Program as required by 10 CFR Part 835.101, *Radiation Protection Programs*. The Contractor shall develop and submit for DOE-ORP approval a *Radiation Protection Program* (Deliverable C.3.2.3-2). The Contractor shall obtain DOE-ORP approval for updates to the Program, as required.

The Contractor shall develop and implement a *Chronic Beryllium Disease Prevention Program* in accordance with 10 CFR Part 850, *Chronic Beryllium Disease Prevention Program*. The Contractor shall submit the *Chronic Beryllium Disease Prevention Program* (Deliverable C.3.2.3-3) for DOE-ORP approval and obtain DOE-ORP approval for updates to the program, as required.

The Contractor shall empower workers through active pursuit of employee involvement in work planning and control, and through implementation of the tenets of the DOE Voluntary Protection Program (VPP). The Contractor shall support and facilitate transition and maintenance of this

achievement by the workforce until such time as the Contractor can apply for recognition as a new entity.

C.3.2.4 Quality

The Contractor shall develop, submit for DOE-ORP approval, and implement a *Quality Assurance Program Description* (Deliverable C.3.2.4-1) that describes the overall implementation of DOE quality assurance (QA) requirements. The QAP shall be applied to all (not just ES&H) work performed by the Contractor. The Contractor shall obtain DOE-ORP approval for *Quality Assurance Program Description* updates as required.

The *Quality Assurance Program Description* shall implement the requirements of:

- 10 CFR 830 Nuclear Safety Management, Subpart A, *Quality Assurance Requirements*;
- DOE O 414.1C, *Quality Assurance*;
- DOE/CBFO-94-1012, *DOE Carlsbad Field Office, Quality Assurance Program Description*, Revision 8, for WIPP-related activities;
- DOE/RW-0333P, *DOE Office of Civilian Radioactive Waste Management, Quality Assurance Requirements and Description*, Revision 18, for activities related to disposal at Yucca Mountain; and
- ASME NQA-1-2004 (or latest edition and addenda), *Quality Assurance Requirements for Nuclear Facility Applications*, as the national consensus standard for TOC workscope implementing QA Criteria of 10 CFR 830 Subpart A and O 414.1C. The Contractor shall implement Parts I and II of the NQA-1 standard and indicate within the QA Program those portions of NQA-1 Parts III and IV that are applied to Contractor's workscope. If additional standards are required to address unique/specific work activities, the standards shall be identified within the Contractor's QA Program.

The Contractor shall develop, submit for DOE-ORP approval, and implement an *Assurance System Description* (Deliverable C.3.2.4-2) to identify and address program and performance deficiencies, opportunities for improvement, provide the means and requirements to report deficiencies to the responsible managers and authorities, establish and effectively implement corrective and preventive actions, and share lessons learned across all aspects of the workscope. The Contractor shall annually update and re-submit the *Assurance System Description* to DOE-ORP for approval.

The Contractor shall use a "zero-threshold" issue reporting system to capture, in one system, the issues raised across all Contractor organizations and working levels.

C.3.2.5 Event Reporting and Investigation

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

The Contractor shall support all Type A and Type B accident investigations for accidents on all

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

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

C.3.3 Security and Emergency Services

C.3.3.1 Safeguards and Security

C.3.3.1.1 Safeguards and Security Program Management

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

The Contractor shall perform the following SAS program management functions:

SAS Program Planning, Oversight, and Administration

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

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

Security Conditions (SECON)

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

Site Safeguards and Security Plan and Other SAS Plans

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

Vulnerability Assessments

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

Design Basis Threat (DBT)

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

Performance Assurance

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

Surveys, Reviews, and Assessments

The Contractor shall provide operational and technical expertise, when requested, to support SAS surveys, reviews, assessments and/or SAS performance tests (e.g., force-on-force exercises) that are conducted by the MSC and/or DOE for SAS program elements. The Contractor shall identify, implement, and close corrective actions for TOC deficiencies in accordance with the SAS corrective action management programs.

Facility Clearance and Registration

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

SAS Training

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

SAS Awareness

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

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

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

Classified Visits

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

Deviations

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

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

Incidents of Security Concern

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

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

C.3.3.1.2 Physical Security

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

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

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

C.3.3.1.3 Protective Forces

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

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

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

C.3.3.1.4 Information Security

The Information Security program encompasses the identification and protection of sensitive and classified information and matter. The Information Security scope shall include, but is not

limited to: Classification, Classified Matter Protection and Control, Sensitive Information Management (e.g., OOU), and Operations Security (OPSEC)

The Contractor shall perform the following information security functions:

Operations Security

The Contractor shall:

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

Classified Matter Protection and Control

The Contractor shall:

- Develop and maintain a system of procedures, facilities, and equipment to identify, protect, and control classified matter that is being generated, received, transmitted, used, stored, reproduced, or destroyed in accordance with DOE directives.
- Be responsible for asset protection reviews for facilities that contain classified matter and, in conjunction with the MSC, maintain an updated list of security containers, locations, and custodians.
- Continuously reduce unneeded classified matter; and report and support investigation of any and all potential or actual compromise of classified information.

Classification and Unclassified Controlled Nuclear Information (UCNI) Program

The Contractor shall:

- Nominate a sufficient number of Derivative Classifiers and Reviewing Officials to be trained and approved by the MSC.
- Have appropriate classification and/or UCNI topical guidance available to organizations that are potential generators of classified and/or UCNI information.
- Provide for receipt and storage of classified documents from the MSC Classified Document Control Center.
- Interface with the MSC and other on-site contractor management, as necessary, to inform employees of subject areas of a sensitive and/or potentially classified nature.
- Be subject to the direction of the MSC Classification Officer.

Official Use Only (OUO)

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

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

Critical Infrastructure

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

C.3.3.1.5 Personnel Security

The MSC manages and conducts a centralized Personnel Security program for the Hanford Site on behalf of DOE.

The Contractor shall perform the following personnel security functions:

Access Authorization (Clearance) Processing

The Contractor shall:

- Request and obtain personnel security clearances and badges, including "Special Access" (e.g., SIGMA) from the MSC. The Contractor shall support the MSC in downgrading and terminating clearances, as required.
- Support the MSC's processes for obtaining security badges, keys, proximity cards, etc., from terminating employees and support the MSC in removing such individuals from automated access control systems.
- Provide MSC pre-employment/pre-clearance suitability investigations information to the MSC for TOC prospective and current employees.

Workplace Substance Abuse Programs

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

Unclassified Foreign National Visits and Assignment (FNVA)

The Contractor shall:

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

Foreign Travel

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

C.3.3.1.6 Nuclear Material Control and Accountability

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

The Contractor shall perform the following MC&A functions:

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

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

- MC&A requirement interpretation with overall responsibility for the MC&A program;
- Training and qualification of all personnel performing MC&A functions (with the exception of specific facility/system on-the-job MC&A training);
- Nuclear materials accounting and reporting requirements for all nuclear materials both active and inactive (e.g., "V-RIS") and be responsible for the official nuclear material inventory, including discrepancy reconciliation;

- Statistical Services;
- Purchasing, regulating, and managing MC&A-controlled forms and tamper indicating devices; and
- Nuclear materials measurement system approvals and measurement system control requirements for all MC&A nuclear materials measurement activities (e.g., monitoring measurement control information; collecting and analyzing measurement control information; calculating control limits and monitoring equipment performance against those limits, etc.).

The Contractor shall integrate MC&A requirements with other plans, projects/programs, and activities at all life-cycle stages and inform the MSC of such. The Contractor shall proactively take into account MC&A requirements, systems, and technologies in the planning, design, construction, and operation of new or renovated DOE facilities and activities.

C.3.3.1.7 Cyber Security

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

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

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

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

Classified Cyber Security

The Contractor shall:

- Identify all computers used by the Contractor, or any tier subcontractor, that process classified information.
- Ensure all computers used for classified processing are certified and accredited and properly de-commissioned when no longer required.
- Develop and maintain specific administrative procedures and hardware/software security measures to:
 - Ensure that all classified computers used to process classified information can protect that information against loss, improper use, compromise, or unauthorized alteration or modification of classified information as required by DOE directive.
 - Comply with the *Hanford Master Classified Information Systems Security Plan*.

- Train users of classified computer systems on cyber security requirements.
- Support the DOE-RL Information Systems Security Operations Manager (ISOM) and/or MSC, as required, to facilitate resolution of classified computer systems security issues and associated incident reporting.

Unclassified Cyber Security

The Contractor shall:

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

Telecommunications

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

C.3.3.2 Emergency Services

C.3.3.2.1 Fire Services

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

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

C.3.3.2.2 Emergency Operations

Emergency Management Program

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

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

Radiological Assistance Program (RAP)

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

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

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

The Contractor shall:

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

C.3.4 Interactions

C.3.4.1 External Affairs

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

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

DOE-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:

- Maintain effective interactions with local, regional, national and international news media. Provide information and/or resources as requested in support of DOE-ORP media interactions.
- 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.
- Inform and involve the public, citizens advisory boards, and other interested parties in proposed plans and activities. Provide strategy and resources for required public comment and outreach processes related to upcoming decision making (e.g., NEPA and CERCLA).
- Reach out to the communities affected by Hanford to provide information, answer questions, and gain feedback.
- Participate in tour planning and preparation, and make facilities and personnel available as requested by DOE-ORP. Visits to the project sites shall be part of ongoing communication and outreach activities.
- Provide MSC with current information related to the Contract scope to maintain the external Hanford website.
- Participate in meetings and briefings to update interested external parties on Contract activities when requested by DOE-ORP.
- 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.
- Maintain a 24-hour per day, 7-days per week, capability to staff the communication functions/positions of the Hanford Emergency Operations Center within 60 minutes of receipt of notification from the Occurrence Notification Center of a Hanford Site emergency.

C.3.4.2 External Review and Support

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

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

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

The Contractor shall:

- Support DNFSB oversight activities by:
 - Conducting activities in accordance with DOE commitments to the DNFSB, which are contained in DOE implementation plans and other DOE correspondence to the DNFSB.
 - Providing support for the preparation of DOE responses to DNFSB issues and recommendations that affect Contract scope.
 - Cooperating with the DNFSB and providing access to work areas, personnel, and information, as necessary.
 - Maintaining a document process in accordance with the DOE M 140.1-1B, *Interface with the Defense Nuclear Facilities Safety Board* (or current version).
 - Obtaining approval from DOE-ORP at least five (5) days in advance before committing to completion of actions to the DNFSB.
- Support GAO, OIG, and other governmental and DOE oversight activities by:
 - Providing subject matter expertise.
 - Cooperating with assessors and auditors, and providing access to work areas, personnel, and information.
 - Providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, maintaining a record of documents provided in response to requests, and making this record available to DOE-RL and/or DOE-ORP, as requested.
- Provide knowledgeable single points-of-contact for each of the following:
 - DNFSB; and
 - OIG, GAO, and other assessing governmental and DOE oversight organizations (including the DOE Office of Enforcement).

C.3.5 Interface Management

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

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

- Identify the various interfaces, define the scope of each interface, provide a brief description of the required deliverables (products, documents, procedures, services, etc.), define interface requirements, and cite applicable source documents for each interface;
- Implement changes to interface agreements through the appropriate change control process and, if necessary, contract changes; and
- Identify, track, and elevate issues for management review on a regular basis.

The *Plan* shall include:

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

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

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

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

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

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

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

includes an approach for taking advantage of new technologies and business practices that make good business sense from a cost and schedule perspective.

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

Hanford Site Services and Interface Requirements Matrix

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

C.4 GOVERNMENT-FURNISHED SERVICES AND INFORMATION

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

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

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

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

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

C.5 SUMMARY OF CONTRACT DELIVERABLES

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

Deliverables are considered Contractor endpoints, workscope completions, products, reports or commitments that shall be delivered to DOE-ORP.

The types of DOE-ORP action are defined as:

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

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

Table C.5, Summary of Contract Deliverables

Deliverable Number	Deliverable	DOE-ORP		Deliverable Due Date ²
		Action	Response Time ³	
C.2.1.1-1	Transition Plan	Approve	5 days	10 days after contract Notice to Proceed
C.2.1.1-2	Statement of Material Differences	Approve	30 days	60 days after contract Notice to Proceed
C.2.1.1-3	Transition Status Reports	Information	N/A	Weekly during Transition
C.2.1.1-4	Transition Agreement	Approve	15 days	75 days after contract Notice to Proceed
C.2.1.3-1	Administrative Interface Agreement with the Analytical Services Production Contractor	Information	N/A	60 days after contract Notice to Proceed with updates as required
C.2.2.1-1	Integrated SST Retrieval Plan	Approve	30 days	April 15, 2009 with annual updates
C.2.2.2-1	Integrated SST Waste Management Area Closure Plan	Approve	30 days	April 15, 2009 with annual updates
C.2.3.1-1	River Protection Project System Plan	Approve	30 days	April 11, 2009 with updates as required
C.2.3.1-2	Integrated Waste Feed Delivery Plan	Approve	30 days	July 30, 2009 with annual updates
C.2.3.1-3	WTP Facility Transition Plan	Approve	30 days	Upon completion of certification of WTP Cold Commissioning with updates as required
C.2.3.1-4	WTP LAW/BOF/LAB Facility Transition Plan	Approve	30 days	Upon completion of certification of WTP LAW/BOF/LAB Cold Commissioning with updates as required

² All days refer to calendar days. For the purposes of calculating deliverable due dates, the Notice to Proceed date is July 3, 2008.

³ Number of calendar days for DOE-ORP to execute its GFS/I responsibilities to provide review, approval, and/or certification action on the deliverable following Contractor submission of an acceptable product; or DOE-ORP comments on the deliverable following Contractor submission of an unacceptable product that will require revision and re-submission for DOE-ORP review, approval, and/or certification action.

Deliverable Number	Deliverable	DOE-ORP		Deliverable Due Date ²
		Action	Response Time ³	
C.2.3.2-1	WTP Operational Readiness Plan	Approve	30 days	180 days after sub-CLIN Notice to Proceed
C.2.3.2-2	Semi-annual WTP Operational Readiness Evaluation	Approve	30 days	360 days after sub-CLIN Notice to Proceed with semi-annual updates
C.2.3.3-1	Hanford Spent Nuclear Fuel and Immobilized High Level Waste Interim Storage Alternatives Analysis	Information	N/A	180 days after sub-CLIN Notice to Proceed
C.2.4.1-1	DBVS Construction, Testing, and Operations Plan	Approve	30 days	180 days after contract Notice to Proceed
C.2.4.1-2	DBVS Pilot Plant and Vitrified Waste Form Performance Test Plan	Approve	30 days	360 days after contract Notice to Proceed
C.2.4.1-3	DBVS Pilot Plant and Vitrified Waste Form Performance Results	Review	30 days	90 days following completion of DBVS operations
C.2.4.1-4	Recommendation on the Viability of the Bulk Vitrification Waste Treatment Technology	Approve	30 days	120 days following completion of DBVS operations
C.2.4.1-5	Comparative Analysis of Supplemental Treatment Technologies	Review	30 days	360 days following completion of DBVS operations
C.2.4.1-6	Recommendation to Re-Permit DBVS	Approve	30 days	360 days following completion of DBVS operations
C.2.4.2-1	Cost and Schedule Estimate for the Extended Operations of the Demonstration Bulk Vitrification System	Approve	30 days	180 days following DOE-ORP approval of Deliverable C.2.4.1-6
C.2.4.2-2	Extended Operations of the DBVS Final Design Modifications and Feed Acceptance Specifications	Approve	30 days	360 days following DOE-ORP approval of Deliverable C.2.4.1-6
C.2.4.2-3	Extended Operations of the DBVS Sampling and Analysis Plan	Approve	30 days	360 days following DOE-ORP approval of Deliverable C.2.4.1-6
C.2.5.1-1	ETF/LERF Transition Plan	Approve	30 days	180 days after Notice to Proceed
C.2.5.4-1	WTP LAW Facility Operating and Product Specifications	Approve	30 days	Upon completion of certification of WTP LBL Cold Commissioning
C.3.1.1-1	Project Execution Plan	Approve	45 days	90 days after contract Notice to Proceed with updates as required

Deliverable Number	Deliverable	DOE-ORP		Deliverable Due Date ²
		Action	Response Time ³	
C.3.1.2.2-1	TOC Project Performance Measurement Baseline	Approve	45 days	June 30, 2009 with updates as required
C.3.1.2.3-1	TOC Project Performance Measurement Baseline Change Control Process	Approve	30 days	120 days after contract Notice to Proceed with updates as required
C.3.1.3-1	Monthly Performance Report	Review	N/A	Last Tuesday of each Month
C.3.1.4-1	Risk Management Plan	Approve	45 days	120 days after contract Notice to Proceed with updates as required
C.3.1.5.2-1	Procurement, Construction, and Acceptance Testing Plan	Approve	30 days	120 days after contract Notice to Proceed with updates as required
C.3.1.5.2-2	Purchasing System	Approve	30 days	120 days after contract Notice to Proceed with updates as required
C.3.1.5.2-3	Construction and Acceptance Testing Program	Approve	30 days	120 days after contract Notice to Proceed with updates as required
C.3.1.5.2-4	As-built Program Description	Approve	30 days	120 days after contract Notice to Proceed with updates as required
C.3.2-1	Integrated Safety Management System Description	Approve	30 days	60 days after contract Notice to Proceed with annual updates
C.3.2-2	Authorization Agreement	Approve	30 days	60 days after contract Notice to Proceed with annual updates
C.3.2-3	ISMS/ESH&Q Performance Objectives, Measures, and Commitments	Approve	30 days	60 days after contract Notice to Proceed with annual updates
C.3.2.1-1	Environmental Protection and Compliance Plan	Approve	30 days	60 days after contract Notice to Proceed with updates as required
C.3.2.2-1	Deleted (Mod 037)			
C.3.2.2-2	Unreviewed Safety Question Process	Approve	30 days	60 days after contract Notice to Proceed with updates as required

Deliverable Number	Deliverable	DOE-ORP		Deliverable Due Date ²
		Action	Response Time ³	
C.3.2.3-1	Worker Safety and Health Program	Approve	30 days	60 days after contract Notice to Proceed with updates as required
C.3.2.3-2	Radiation Protection Program	Approve	30 days	60 days after contract Notice to Proceed with updates as required
C.3.2.3-3	Chronic Beryllium Disease Prevention Program	Approve	30 days	60 days after contract Notice to Proceed with updates as required
C.3.2.4-1	Quality Assurance Program Description	Approve	30 days	60 days after contract Notice to Proceed with updates as required
C.3.2.4-2	Assurance System Description	Approve	30 days	60 days after contract Notice to Proceed with updates as required
C.3.4.1-1	External Affairs Program Description	Approve	30 days	60 days after contract Notice to Proceed, and updated annually (12/1)
C.4-1	Government-Furnished Services and Information Request	Approve	30 days	45 days prior to each fiscal year
C.4-2	Government-Furnished Services and Information Request – Update	Approve	30 days	30 days prior to each quarter

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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H.1 WORKFORCE TRANSITION

(a) Incumbent Employees Hiring Preferences

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

(b) Employee Pay

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

H.2 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Background on Benefit Plans

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

paragraph (c)). These benefit plans are referred to herein as "Market-Based Plans."

- (5) CH2M HILL Hanford Group, Inc. (CH2M HILL), under Contract No. DE-AC27-99RL14047, has assumed responsibility for sponsorship, management, and administration of certain pension and welfare benefit plans previously maintained by the Kaiser-Hill Company, L.L.C., for operations at Rocky Flats under Contract No. DE-AC27-99RL14047. The Rocky Flats plans are: the *Rocky Flats Multiple Employer Pension Plan*, *Kaiser-Hill Retirement Plan for Hourly Plant Protection Employees*, *Rocky Flats Employee Welfare Trust*, and *Rocky Flats Workers' Compensation Insurance Plans*.

It is anticipated that CH2M HILL Hanford Group, Inc. (CH2M HILL), under Contract No. DE-AC27-99RL14047, will assume responsibility for sponsorship, management, and administration of certain pension and other benefit plans that currently are maintained by CH2M Hill Mound, Inc., under the Miamisburg Closure Project, Contract No. DE-AC24-03OH20152.

These plans from other DOE closure sites are identified as "Legacy Plans."

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

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

- (c) Non-Incumbent Employees

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

(d) Human Resources Compensation Plan

The Contractor shall submit within 30 days of 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 and Legacy Plans identified in paragraphs (a)(4) and (5).
- (2) The Legacy Plans shall be managed and administered separately from the HSPP, HSSP, HEWT, and Market-Based Plans in a manner so as to preserve the Legacy Plans' separate and distinct identities.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.

- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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. The cost of each Legacy Plan shall be separate and distinct from other information required by the Report.
- (11) The Contractor may not terminate any benefit plan during the term of the Contract without prior approval of the Contracting Officer in writing.
- (12) 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.
- (13) 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.
- (14) The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the functions of the plans.
- (15) 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.
- (16) 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.

- (17) The Contractor shall comply with the Investment Policy Statements developed for the plans. Should the Contractor incur higher costs because the Contractor fails to comply with all or part of the established Investment Policy Statements provided to DOE, the additional costs incurred are unallowable.
- (j) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented, shall be maintained consistent with the requirements of the Internal Revenue Code and *Employee Retirement Income Security Act*.
- (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with law and regulation.
- (3) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
- (4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for current service not previously paid through a DOE cost reimbursement contract.
- (5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following within nine (9) months of the last day of the current pension plan year:
- (i) Copies of IRS 5500 forms, with schedules; and
- (ii) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.
- (6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented *Human Resources Compensation Plan* and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.
- (i) For proposed changes to pension plans and pension plan funding, the Contractor shall provide an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,
- (ii) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide the Contracting Officer with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.

- (7) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

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

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

(l) Benefits for Incumbent Employees under the HEWT

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

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

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

(n) Sponsorship, Management and Administration Of Rocky Flats and Mound Pension and Post Retirement Benefit (PRB) And Other Plans

- (1) On 9-20-2006, the CH2M Hill Hanford Group, Inc., and DOE executed Modification M126 to their Contract, which sets forth the terms and conditions under which DOE authorized CH2M Hill Hanford Group, Inc., to support the transfer of, and accept sponsorship and responsibility for, the management and administration of the Rocky Flats pension and PRB plans described below from Kaiser-Hill Company, L.L.C.
- (2) Based upon the desire of CH2M Hill Mound, Inc. ("Mound") to transfer sponsorship, management and administration of certain pension and PRB plans from Mound pursuant to contract DE-AC24-03OH20152 to CH2M Hill Hanford Group, Inc., through Modification M141 the Department of Energy further authorized CH2M Hill Hanford Group, Inc. to support the transfer of, and accept sponsorship and responsibility for, the management and administration of the Mound pension and PRB plans described below.
- (3) Upon transfer of sponsorship, management and administration responsibilities, the Contractor shall manage and administer the Rocky Flats and Mound Pension and PRB Plans in accordance with all applicable laws, regulations, DOE Directives and in accordance with the provisions and requirements of this Contract.
- (4) The Rocky Flats benefits transferred to CH2M Hill Hanford Group, Inc., pursuant to Modification 126 and therefore transferred to the TOC are as follows:
 - (a) Rocky Flats Employee Welfare Trust. Benefits covered under this multiple employer welfare agreement include:

Medical Plans Insured and Self Insured	Basic and Sup Life Insurance	Vision Coverage	COBRA Medical Coverage	COBRA Dental Coverage	Displaced Worker Medical
Salaried retirees and eligible dependents	Salaried retirees	Retired SPO hourly employees	Terminated Salaried and eligible dependents	Retired and Terminated Salaried employees and eligible dependents	Laid-off Salaried employees not eligible to retire
United Steelworkers of America (USWA) hourly retirees and eligible dependents	Retired USWA hourly employees		Terminated USWA hourly employees and eligible dependents	Retired and Terminated USWA employees and eligible dependents	Laid-off USWA hourly employees not eligible to retire
Salaried participants on Long Term Disability	Retired SPO hourly employees		Terminated SPO hourly employees and eligible dependents	Retired and Terminated SPO hourly employees and eligible dependents	Laid-off SPO hourly employees not eligible to retire
	Salaried participants on Long Term Disability				

- (b) Rocky Flats Multiple Employer Pension Plan. This master plan covers two separate defined benefit plans for salaried retirees and USWA retirees.
- (c) Kaiser-Hill Retirement Plan for Hourly Plant Protection Employees. This defined benefit plan covers SPO retirees.
- (5) The Mound benefits transferred to CH2M Hill Hanford Group, Inc., pursuant to Modification 141 and therefore transferred to the TOC are as follows:

Benefit Plan	CH2M Hill Mound, Inc. Employees' Pension Plan (defined benefit)	CH2M Hill Mound, Inc. Retiree Health Plan (self insured)	CH2M Hill Mound, Inc. Salaried Health Plan (self insured)	Retiree Life Insurance	Salaried Employees' Disability Plan (pre 10/01/97) (self Insured)	Hourly Employees' Disability Plan (self insured)	Salaried Health, Cobra & Displaced Worker Health Coverage	Hourly COBRA & Displaced Worker Health Coverage	Hourly COBRA & Displaced Health Coverage
Plan ID	PIN: 002	SPD 502	SPD 513	SPD 501	SPD 504	SPD 505	SPD 513	SPD 502	SPD 512
Eligible Employees	All vested and retired hourly and salaried employees employed 10/01/88 or later	All hourly T&PD & retirees; salaried T&PD & retirees 10/01/97 and prior	Salaried retirees after 10/01/97	Hourly T&PD & retirees; Salaried retirees; Salaried T&PD 10/01/97 and prior	Salaried approved T&PD 10/01/97 and prior	Hourly Approved T&PD	Participants whose coverage terminates	Participants whose coverage terminates	Participants whose coverage terminates
Current TPA	Wells Fargo, Trustee	Mutual of Omaha Group GMSI-2D15	United Healthcare Group 703733	Standard Insurance Company	ABS Payroll pays benefit; Standard Insurance Company determines continued eligibility; CH2M Benefits administers	ABS Payroll pays benefit; Standard Insurance Company determines continued eligibility; CH2M Benefits administers	Harrington Benefit Services	Mutual of Omaha	United Healthcare Group 703733

- (6) **ADMINISTRATION OF ROCKY FLATS WORKERS' COMPENSATION INSURANCE PLANS** The Contractor is responsible for (1) the administration, management and settlement of open claims, and (2) claims for incurred but not reported (IBNR) losses at the time of the transfer, under the terms and conditions of the insurance policies and risk financing arrangements listed as follows:

(a) Government Ratings Plans (GRP)

Contractor	Carrier	Policy Number	Policy Term
Dow Chemical	St. Paul Travelers	20431940	2/26/51-6/30/75
Rockwell International	St. Paul Travelers	133T8519	7/1/75-12/31/89
EG&G	Liberty Mutual	WC2-611-004234-01-93	1/1/90-1/1/94
JA Jones	St. Paul Travelers	199T0407	10/1/87-7/31/95
Swinerton & Walberg	St. Paul Travelers	143T9109	11/30/75-11/30/87
Wackenhut Services	Wausau	311-0-91482	8/1/90-8/1/94

(b) Contractor Controlled Insurance Program (CCIP)

Contractor	Carrier	Policy Number	Policy Term
Kaiser-Hill	AIG	WC8426100	7/1/95-7/1/96
Kaiser-Hill	AIG	WC8430734	7/1/96-7/1/97
Kaiser-Hill	Reliance National In Liquidation	NWA1351551	7/1/97-10/1/00
Kaiser-Hill	Pinnacol Assurance	4034000	10/1/00-12/31/05

Upon transfer of management and administration responsibilities, the Contractor shall manage and administer the Rocky Flats' Workers' Compensation Insurance Plans in accordance with all applicable laws, regulations, DOE Directives and in accordance with the provisions and requirements of this Contract

These plans shall be managed and administered separately from the workers' compensation process identified in Section H.12, Workers Compensation, so as to preserve the plans' separate and distinct legal identities.

(o) Rocky Flats and Mound Pension and PRB Plans Reporting Deliverables

The Contractor shall ensure that DOE receives copies of all annual reports, actuarial reports, FAS 87 and FAS 106 data and other reports as required by the Contracting Officer. The following Rocky Flats and Mound Pension and PRB Plans deliverables will be provided to the DOE Office of River Protection (ORP) Contracting Officer:

Item	Frequency	Electronic Copies	Paper Copies	Recipient
Investment Performance Review	Quarterly	1	1	CO
Investment Committee Meeting Minutes	Quarterly	1	1	CO
Cost Management/Status Report	Quarterly	1	1	CO
Investment Performance	Annually	1	1	CO

Self-Assessment				
ERISA Filings – Form 5500s and attachments	Annually	1	1	CO
FAS 87/106 Reports and Updates	Annually	1	1	CFO&CO
Pension and PRB Budget Data	Annually	1	1	CFO&CO
Actuarial Valuation Reports	Annually	1	1	CO
Funding Notices	Annually	1	1	CO

(p) Rocky Flats’ Workers’ Compensation Insurance Plans Reporting Deliverables

The Contractor shall provide the following Rocky Flats’ Workers’ Compensation Insurance Plans reporting deliverables to the DOE Office of River Protection (ORP) Contracting Officer (CO) and any other reports as required by the Contracting Officer:

Item	Frequency	Copies	Recipient
Insurance Company's Annual Premium Adjustment for the Government Rating Plan	Annual	3	CO
Actuarial Valuation for the CCIP for known claims	Annual	3	CO
Claims Reserve Status Report for CCIP	Annual	3	CO
Review of cost containment strategies and results	Annual	3	CO

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

- (a) If this Contract expires or terminates and the U.S. Department of Energy (DOE) has awarded a contract under which the new contractor becomes a sponsor of the Hanford Site Pension Plan (HSPP), Hanford Site Savings Plan (HSSP), Hanford Employee Welfare Trust (HEWT), Market-Based Plans and Legacy 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 and Legacy 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, Market-Based Plans and Legacy 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 and Legacy Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor’s obligations regarding all of the plans as defined in

paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract at the time of Contract Completion:

- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, the Contractor shall remain the sponsor of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, in accordance with applicable legal requirements.
- (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and other benefits under the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, including but not limited to continued sponsorship of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

H.4 NO THIRD PARTY BENEFICIARIES

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.5 OVERTIME CONTROL PLAN

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

H.6 LABOR RELATIONS

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

H.7 COLLECTIVE BARGAINING AGREEMENTS

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

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

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

H.9 DETERMINATION OF APPROPRIATE LABOR STANDARDS

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

H.10 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

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

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

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

<http://www.hanford.gov>

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

<http://www.wdol.gov>

H.11 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this Contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing and seek U.S. Department of Energy (DOE) approval. The Contractor shall take no further action until receiving approval and direction by the Contracting Officer. The Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993* and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall comply with the *Hanford Site Workforce Restructuring Plan*, as amended, and shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause entitled, *DEAR 952.226-74, Displaced Employee Hiring Preference*.

H.12 WORKERS' COMPENSATION

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

- (a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- (b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- (c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.
- (d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.
- (e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.
- (f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.

- (g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- (h) Time-loss compensation shall be paid to injured workers in accordance with the RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.
- (i) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.
- (j) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE pursuant to the Washington State Workers' Compensation laws.
- (k) Upon request, the Contractor shall submit to the Contracting Officer an evaluation and analysis of workers' compensation cost as a percent of payroll compared with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by DOE.
- (l) The Contractor shall ensure all employees receive training and have a clear understanding of the workers' compensation process.
- (m) The Contractor shall develop and maintain a web site with Workers Compensation information and ensure that the web site is made available to employees within 45 days of the close of Transition.
- (n) The Contractor shall provide additional training to claimants on the workers' compensation process when a claim is filed. This training shall include but is not limited to information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.
- (o) The Contractor shall submit ad hoc reports and other information as required by DOE.
- (p) The Contractor shall provide briefings to DOE as requested.
- (q) For purposes of workers' compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE's self-insurance certification under Washington State Department of Labor and Industries for workers' compensation:
 - (1) Contractor team arrangement means an arrangement in which –
 - (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
 - (ii) A potential prime Contractor agrees with one or more other companies to have them act as its sub-contractors 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) Sub-contractors 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 sub-contractors the requirements to provide statutory workers compensation coverage for the sub-contractors' employees. The Contractor shall have no responsibility for sub-contractor workers' compensation when it includes this requirement in the sub-contract(s).

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

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

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named sub-contractors' 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, Office of River Protection (DOE-ORP).
- (d) Locate, retrieve and provide a minimum of two (2) copies of any personnel and other program records as requested.
- (e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims.
- (f) Perform/coordinate records declassification activities required for the processing of claims forms.
- (g) Keep *Federal Compensation Program Act* (FCPA) information current on EEOICPA claims activities.
- (h) Ensure costs information is input to the FCPA electronic reporting system by the 10th of each month.
- (i) Ensure all EEOICPA claims received are completed and returned to DOE-RL within 45 calendar days of the date entered in the FCPA electronic reporting system.

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

H.14 ADVANCE UNDERSTANDING ON COSTS

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

H.15 KEY PERSONNEL

(a) Introduction.

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

(b) Key Personnel Team Requirements.

All Key Persons under this Contract are collectively referred to as the Key Personnel Team. The Offeror's Key Personnel Team shall consist of, at a minimum, the position of Project Manager, the position(s) associated with management of the major work areas contained in Section C, *Statement of Work* and any other persons included in paragraph (f) below. The Key Person(s) associated with the major work areas shall be in a direct-reporting relationship to the Project Manager. The Contracting Officer and designated Contracting Officer Representative(s) shall have direct access to the Key Personnel. In addition to the definition contained in the Section I Clause entitled, *DEAR 952.231-71, Insurance, Litigation and Claims*, Key Person(s) are considered managerial personnel.

(c) Definitions

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

- (2) For the purposes of this Clause, *Beyond the Contractor's Control* is defined as an event for which the Contractor lacked legal authority or ability to prevent *Changes to Key Personnel*.
- (d) Requirements for Changes to Key Personnel
- (1) The Contractor shall notify the Contracting Officer and request approval in writing at least 60 days in advance of any changes to Key Personnel.
 - (2) The Contractor shall not make a change in Key Personnel without prior written approval of the Contracting Officer.
 - (3) No Key Person position shall remain vacant for a period more than 30 days following Contracting Officer approval of a change in Key Personnel.
 - (4) Approval of changes to Key Personnel is at the unilateral discretion of the Contracting Officer.
- (e) Contract Fee Reductions for Changes to Key Personnel
- (1) Notwithstanding approval by the Contracting Officer, any time the Project Manager (the initial Project Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, *Available Fee* described in Section B, *Supplies or Services and Prices/Costs*, will be permanently reduced by \$500,000 for each and every occurrence of a change to the Project Manager. A change to the Project Manager beyond the Contractor's control shall not result in a permanent reduction of fee under this paragraph.
 - (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Project Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, *Available Fee* described in Section B, *Supplies or Services and Prices/Costs*, will be permanently reduced by \$100,000 for each and every occurrence of a change to the Key Person. A change to a Key Person other than the Project Manager beyond the Contractor's control shall not result in a permanent reduction of fee under this subsection.
 - (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in Contract fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in Contract fee.
- (f) Key Personnel for this Contract. The list of Key Personnel for this Contract will be amended during the course of the Contract to add or delete Key Personnel as approved by the Contracting Officer. The following is the current list of Key Personnel for this Contract:

<u>Name</u>	<u>Position</u>
Charles G. Spencer	TOC Project Manager
Dr. Fred Beranek	Manager, ESH&Q
Mark Lindholm	Work Area Project Manager, SST Retrieval & Closure
Dr. Chris Burrows	Work Area Project Manager, WTP Support
Dominic Sansotta	Manager, Workforce Resources
Kenneth Rueter	Manager, Project Integration

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

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

H.17 STOP-WORK AND SHUTDOWN AUTHORIZATION

(a) Definitions:

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

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

Stop Work Criteria:

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

(b) DOE Stop Work Order.

In accordance with Section I, *Contract Clause*, I.142, DEAR 970.5223-1 *Integration of Environment, Safety, and Health into Work Planning and Execution*, the DOE Contracting Officer has the ability to issue a DOE Stop Work Order stopping work in whole or in part if:

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

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

(c) DOE Stop Work Action.

DOE personnel provide safety oversight of contractor operations and have the authority to initiate a DOE Stop Work Action if the Stop Work Criteria as defined in Section H.17 (a) is met. DOE personnel have the authority to shutdown an entire facility, activity, or job. Following a DOE Stop Work Action the contractor shall:

1. immediately stop the identified activity or activities (up to and including entire plant shutdown);

2. place the area, activity, facility, etc. into a safe condition;
3. determine actions necessary to address the unsafe condition;
4. provide proposed corrective actions to the DOE initiator of the DOE Stop Work Action;
5. prior to restarting work, inform the DOE initiator that the corrective actions allowing for restart have been completed;
6. restart work only after the unsafe condition is mitigated and the DOE has given verbal direction to allow restart; and
7. if requested, provide DOE a Corrective Action Plan subsequent to the resumption of work in accordance with contractual requirements.

(d) Contractor Stop Work Action

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

(e) Stop Work Policy.

The following represent the site's Stop Work Policy:

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

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

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

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

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

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

- (a) In this Clause:
 - (1) "Environmental requirements" means requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements including the *Hanford Federal Facility Agreement and Consent Order*, consent orders, permits, and licenses; and
 - (2) "Party" means either the Contractor or DOE.
- (b) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:
 - (1) The cognizant regulatory authority fines or penalizes;
 - (2) Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the Contractor), manifests, reports, or other required documents;

- (3) Is a permittee; or
 - (4) Is the named subject of an enforcement action or assessment of a fine or penalty.
- (c) Consequently, if the Contractor causes a violation:
- (1) All fines and penalties arising from or related to violations of environmental requirements are unallowable costs. If DOE pays a fine or penalty for a violation that the Contractor caused, the amount of the fine or penalty shall be due from the Contractor, and DOE may immediately offset that amount against payments to which the Contractor is otherwise entitled for allowable costs and fee, or any other funds otherwise owed by the Government to the Contractor; and
 - (2) In accordance with subsection (e) of the Section I Clause entitled, *DEAR 952.231-71, Insurance-Litigation and Claims*, costs of challenging or defending actions brought against the Contractor for violations of environmental requirements are specifically disallowed. However, if the Contracting Officer provides prior written authorization to challenge or defend against the action, the Contractor shall proceed in accordance with *DEAR 952.231-71, Insurance-Litigation and Claims*. If the Contractor proceeds with the action without the prior written authorization of the Contracting Officer, the costs of the challenge or defense may be allowable if there is no settlement, conviction, or finding of liability.

H.19 ENVIRONMENTAL RESPONSIBILITY

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

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

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

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

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

- (g) Fines, Penalties, Allowable Costs. The Contractor shall accept, in its own name, service of proposed notices, or notices of, correction, penalty, fine, violation, administrative orders, citation, or notice of alleged violations, (e.g., Notice of Correction [NOC], Notice of Penalty [NOP], Notice of Fine [NOF], Preliminary Notice of Violation [PNOV], Notice of Violation [NOV], and Notice of Alleged Violation [NOAV]) and any similar type notices issued by Federal or State regulators to the Contractor resulting from or relating to Contractor's performance of work under this Contract, without regard to liability. The Contractor shall immediately notify DOE of such receipt and shall provide copies or originals of such documents as soon as possible thereafter.
- (h) Negotiations. DOE may in its discretion choose to be in charge of, and direct, all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraph (g) above. As directed or required by DOE, the Contractor shall participate in negotiations with regulatory agencies; however, the Contractor shall not make any commitments or offers to regulators purporting to bind or binding the Government in any form or fashion, including monetary obligations, without receiving written authorization or concurrence from the Contracting Officer or his/her authorized representative prior to making such offers/commitments. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (i) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer on an allowable cost basis some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.
- (j) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the Contracting Officer.

H.20 SELF-PERFORMED WORK

- (a) Unless otherwise approved in advance by the Contracting Officer, the percentage of work which may be self-performed by the large business(es) of the Contractor team arrangement (as described in *FAR 9.6, Contracting Team Arrangements*), shall be limited collectively to not more than 70 percent (%) of the *Total Contract Price*. This limitation does not apply to any small business member of the Contractor team arrangement. Unless otherwise approved in advance by the Contracting Officer, work to

subcontractors outside of the Contractor team arrangement shall be performed through competitive procurements with an emphasis on fixed-price subcontracts.

- (b) At least 15% of the *Total Contract Price* shall be performed by small business. Small business members of the Contractor team arrangement, and subcontractors selected after Contract award, count toward fulfillment of this requirement and other small business goals in this Contract.
- (c) Reporting requirements to confirm compliance with these thresholds and limitations are described in Section C, *Statement of Work*.

H.21 EMERGENCY CLAUSE

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

H.22 FINANCIAL MANAGEMENT SYSTEM REQUIREMENTS

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

- (6) Notifies DOE as soon as possible when potential reprogramming actions are required (e.g., movement of funds between PBSs);
 - (7) Integrates and reports the financial information for subcontractors; and
 - (8) Provides all other necessary financial reports, which shall include accumulating and reporting indirect and support costs by function. The Contractor may be requested, periodically, to provide detail cost element information at the institutional level using standard definitions and applications.
- (b) The Contractor shall provide monthly electronic files data supporting payments cleared, financing arrangement draw downs, and cost accrual and accrual reversal records to the Contracting Officer. Within the electronic submission, the Contractor shall provide data elements required to:
- (1) Determine that all costs drawn down by the Contractor were necessary and reasonable per the terms and conditions of the Contract. This includes, but is not limited to: invoice number, billing period, work breakdown structure number, purchase order number and line item, quantity/hours, description of goods or services provided, cost type, cost categories, unit price, amount, and adders.
 - (2) Properly record all Contract costs and property in the DOE accounting system (Standard Accounting and Reporting System [STARS]). This includes, but is not limited to: reporting entity, financial plan, local organization, fund-code, control program number (i.e., budget and reporting numbers), program task number, PBS numbers, the fiscal year the funds were provided, the project/task number, object class, sub-object classes, other party identifiers, and budget reference numbers for plant and equipment line item number (if applicable).
- Upon request, the Contractor shall also provide written documentation to support the electronic invoices to the Contracting Officer or his/her designee.
- (c) The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management system or subsystems at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.
- (d) The Contractor shall provide reports at DOE direction. Some examples of such reports are:
- (1) Annual Estimated Property Valuation Report;
 - (2) Monthly Contract Funds Status Report;
 - (3) Monthly Depreciation Changes;
 - (4) Annual Erroneous Payment Report;
 - (5) Monthly Standard Accounting and Reporting System;
 - (6) Year-End Requirements and FY20XX Planning Requirements;
 - (7) Semi-Annual Travel Target Report; or
 - (8) Quarterly International Transactions Report.

H.23 PAYMENTS AND ADVANCES

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

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

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

H.24 ALTERNATIVE DISPUTE RESOLUTION (ADR)

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

H.25 LITIGATION SUPPORT

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

H.26 ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS

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

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

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

- (a) Regarding technical data and other intellectual property, the U.S. Department of Energy (DOE) may take possession of all technical data, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary to complete the project, as well as the designs, operation manuals, flowcharts, software, information, etc., necessary for performance of the work, in conformance with the purpose of this Contract. Proprietary data will be protected in accordance with the limited rights data provisions of the Section I Clause entitled, *DEAR 970.5227-1, Rights in Data-Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to DOE and its contractors.

- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and any licenses in any third party intellectual property for operations, remediation and closure of the facilities to DOE or such other third party as DOE may designate.

H.28 PRIVACY ACT SYSTEMS OF RECORDS

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

<u>System No.</u>	<u>Title</u>
DOE-5	Personnel Records of Former Contractor Employees
DOE-11	Emergency Locator Records
DOE-13	Payroll & Locator Records
DOE-14	Report of Compensation
DOE-15	Payroll & Pay-Related Data for Employees of Terminated Contractors
DOE-23	Richland Property System
DOE-28	General Training Records
DOE-31	Firearms Qualifications Requirements
DOE-32	Government Motor Vehicle Operator Records
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-40	Contractor Employees Insurance Claims
DOE-43	Personnel Security File
DOE-47	Security Investigations
DOE-51	Employee and Visitor Access Control Records
DOE-53	Access Authorization for ADP Equipment
DOE-58	General Correspondence Files

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

H.29 RESPONSIBLE CORPORATE OFFICIAL

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

Name: Thomas Zarges
Position: Sr. Executive Vice President, Operations
Company/Organization: Washington Group International
Address: 720 Park Blvd.
Boise, ID. 83712
Phone: (208) 580-3077
Facsimile: (208) 386-5379
Email: tom.zarges@wgint.com

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

H.30 MENTOR-PROTÉGÉ PROGRAM

- (a) Both the U.S. Department of Energy (DOE) and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime Contractors to assist small businesses, firms certified under Section 8(a) of the *Small Business Act* by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing it's business abilities. Within 90 days of Contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the Contract.
- (b) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70, *The Department of Energy Mentor-Protégé Program*.
- (c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

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

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

H.32 COUNTERINTELLIGENCE (CI) SITE SPECIFIC REQUIREMENTS

Pursuant to Executive Order 12333, *United States Intelligence Activities*, and DOE procedures for intelligence activities, it is DOE policy to protect programs, resources, facilities, and personnel from intelligence collection by or on behalf of international terrorists, foreign powers, or entities and related threats through implementation of an effective, efficient Counterintelligence (CI) Program. DOE Order 475.1, *Counterintelligence Program*, reflects the current CI Program scope and requirements. These requirements are set forth locally in the Site CI Support Plan (SCSP). The local CI Program is managed and administered by the DOE Office of Intelligence and Counterintelligence, Directorate of Counterintelligence, Richland Regional Office (RLR-OCI) with the assistance of DOE organizations and contractors as identified in the SCSP. The Contractor agrees to fulfill the requirements of the SCSP.

H.33 SEPARATE CORPORATE ENTITY

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

H.34 PERFORMANCE GUARANTEE AGREEMENT

The Contractor or the Contractor's parent organization(s) has (have) provided a Performance *Guarantee Agreement* in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of unearned provisional fee, will be satisfactorily fulfilled. The *Performance Guarantee Agreement dated August 24, 2007 (WGI) and August 17, 2007 (EnergySolutions)* is incorporated herein by reference and included as Contract Section J Attachment, entitled, *Performance Guarantee Agreement*.

H.35 WITHDRAWAL OF WORK

- (a) The Government may, at its option and during the performance of this Contract unilaterally have any of the work contemplated by Section C, *Statement of Work*, of this Contract performed by either another Contractor or to have the work performed by Government employees.
- (b) Work may be withdrawn:
 - (1) In order for the Government to conduct pilot programs;

- (2) If the Contractor's estimated cost of the work is considered unreasonable;
 - (3) For less than satisfactory performance by the Contractor; or
 - (4) For any other reason deemed by the Contracting Officer to be in the best interests of the Government.
- (c) If the withdrawn work has been authorized under the Performance Measurement Baseline for the current year, the work shall be terminated in accordance with the procedures in the Section I Clause entitled, *FAR 52.249-6, Termination (Cost-Reimbursement)*.
- (d) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

H.36 USE OF DOE FACILITIES

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

H.37 INFORMATION

- (a) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, *Management of Federal Information Resources*.
- (b) Release of Information.
The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements.
- (c) Unclassified, Controlled, Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this Contract, may contain Unclassified, Controlled, Nuclear Information as determined pursuant to Section 148 of the *Atomic Energy Act of 1954*, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, *DEAR 952.204-2, Security Requirements* and *DEAR 952.204-70, Classification/Declassification*.
- (d) Confidentiality of Information. To the extent that the work under this Contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor

shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

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

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

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

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

H.38 PARENT ORGANIZATION SUPPORT

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

Accordingly, allocations of parent organization expenses are unallowable for the Contractor team arrangement unless authorized by the Contracting Officer in accordance with this Clause.

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

H.39 ACCESS TO DOE-OWNED OR -LEASED FACILITIES

- (a) The performance of this Contract requires that employees of the Contractor have physical access to U.S. Department of Energy (DOE)-owned or -leased facilities; however, this Clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:
 - (1) Is, or is suspected of being, a terrorist; (PIV only)
 - (2) Is the subject of an outstanding warrant; (PIV and routine background checks)

- (3) Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form; (PIV only)
 - (4) Has presented false or forged identity source documents; (PIV only)
 - (5) Has been barred from Federal employment; (PIV only)
 - (6) Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or (PIV and routine background checks)
 - (7) Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer. (PIV and routine background checks)
- (b) The Contractor shall assure:
- (1) In initiating the process for gaining physical access:
 - (i) Compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE,
 - (ii) That the employee properly completes any forms, and
 - (iii) That the employee(s) submits the forms to the person designated by the Contracting Officer.
 - (2) In completing the process for gaining physical access, that its employee:
 - (i) Cooperates with DOE officials responsible for granting access to DOE-owned or -leased facilities and
 - (ii) Provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this Clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any Contractor claim against DOE.
- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this Clause, granting physical access to DOE-owned or -leased facilities by the Contractor's employee(s), upon:
- (1) Termination of this Contract;

- (2) Expiration of this Contract;
 - (3) Termination of employment on this Contract by an individual employee; or
 - (4) Demand by DOE for return of the badge.
- (e) The Contractor shall include this Clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or -leased facilities.

H.40 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS)

- (a) The requirement for the submittal of paper versions of the Standard Form (SF) 294, *Subcontracting Reports for Individual Contracts*, and SF 295, *Summary Subcontract Reports*, as provided in Section I Clause entitled, FAR 52.219-9, *Small Business Subcontracting Plan -- Alternate II* is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).
- (b) The Offeror's *Subcontracting Plan* shall include assurances that the Offeror will:
- (1) Submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and
 - (2) Ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.
- (c) The Contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702, *The Small Business Subcontracting Program, Statutory Requirements*.

H.41 HANFORD SITE RECREATION POLICY

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

H.42 HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

(a) Definition

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

(b) Categories of Services

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

- (1) "Mandatory" services are provided by the identified service provider to all users at the start of contract performance. If, for any reason, a service provider of a mandatory service cannot provide the required service to meet the requesting contractors' needs, the requesting contractor must obtain Contracting Officer approval, prior to obtaining the services from any other source.
- (2) "Optional" services are services that have been historically discretionary and are considered non-compulsory at the time of Contract award.

(c) Interfaces

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

(d) Requirement to Establish Controls

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

- (1) The interface and/or the services work request elements, and service levels (quantity and delivery rates);
- (2) If applicable, the method and timing for charging costs associated with the service and the payment methods; and target performance measures for meeting required service levels;
- (3) Decision process and a rigorous dispute resolution process; and
- (4) Clear delineation of roles, responsibilities, accountabilities, and authorities.

(e) Controls

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

(f) Right of Access

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

(g) Nuclear Safety

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

(h) Updates to the Matrix

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

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

(i) Payment of Services

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

(j) Responsibility for Delivery of Service

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

H.43 RESERVED

H.44 EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT

The contractor shall support DOE's energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings as defined in the Department of Energy's Transformational Energy Action Management (TEAM) initiative, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The Contractor shall create, maintain and update a plan for achieving site-specific energy efficiency goals and objectives. The plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private sector, third-party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized.

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

are granted access pursuant to contractual requirements; monitor ESCO activities to ensure that site safety and security requirements are adhered to; promptly provide information requested by ESCO personnel to assist them in developing viable recommendations; and assist in the monitoring and execution of ESFC projects.

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

Preamble:

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

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

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

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

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

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

Definitions:

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

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any

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

A. Flow-Down Provision

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

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

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 the Section I. clause entitled "52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009)

G. Utilization of Small Business

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

H.46 BASELINE AND REPORTING REQUIREMENTS FOR WORK PERFORMED UNDER THE RECOVERY ACT

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

Baseline Requirements

- a. For purposes of this clause the "pre-definitized period" is defined as that timeframe from the date of execution of modification number A015 directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled "Modification Definitization." All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the "Modification Definitization" clause.
- b. During the pre-definitized period, the contractor shall develop and deliver to the Contracting Officer the following:
 1. Within 30 days after execution of modification no. A015, the contractor shall provide a work plan for performance of that portion of the work specified in Section C. Statement of Work expected to be performed during the 180-day period after execution of modification no. A015. This plan shall include the following:
 - i. Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;
 - ii. Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;
 - iii. Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs (at the 80% confidence level),

- at the Activity Building Block (ABB) level, between the current base program/project Near-Term Baseline (NTB) and/or Out-year Planning Estimate Range (OPER) and the Recovery Act work;
- iv. Milestone list including, but not limited to, major hiring actions that create newly “created” or “retained” jobs by the contractor or first tier subcontractors in accordance with the clause in Section H, entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and
 - v. Planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section H clause entitled “Special provisions relating to work funded under the American Recovery and Reinvestment Act of 2009.”
2. Within 120 days after execution of modification no. A015, the contractor shall propose a Performance Baseline for the complete work specified in Section C. Statement of Work. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:
- ii. The contractor shall propose a performance baseline, at a high confidence level, for the work to be performed, including the pre-definitized period and the post-definitized period. This baseline shall be based upon the work and schedule included in modification no. A015 and the contractor’s cost proposal. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post- definitized periods, and the contractor’s defined management reserve. The sum of these three items (estimated cost for the pre-definitized period, estimated cost for the post-definitized period, and the management reserve) shall equal the contractor’s proposed estimated cost for the Recovery Act work. This performance baseline is subject to independent project review and certification before approval by the government.
 - iii. A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.
 - iv. The proposed Performance Baseline shall also include the planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section H clause entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009.” .

Deliverables supporting the Recovery Act performance baseline shall include all deliverables required under existing contract requirements, those Recovery Act deliverable and reporting requirements specified in the section H clause entitled “Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009” *and those Recovery Act-unique deliverables listed below.* For all common deliverables, the data shall be clearly segregated and distinguished between non-Recovery Act work and Recovery Act work, as well as summing to complete contract totals.

- a. Work breakdown structure and associated dictionary;
- b. List of planning basis and assumptions;
- c. Cost baseline description document that includes the basis of cost estimate;
- d. Schedule baseline that employs a critical path method and is resources loaded such that earned value can be measured;
- e. Organizational breakdown structure;
- f. Responsibility assignment matrix that identifies Control Account Managers;
- g. Revised Project controls system description document that distinguishes specific requirements for ARRA;
- h. Risk management plan with results of qualitative and quantitative analysis including S-curves, cost and schedule contingency determinations, risk mitigation/risk response plans, and risk register;
- i. All work packages;
- j. NEPA documentation (analysis of environmental impacts); and
- k. Regulatory decision documents.

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

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

- d. Upon negotiation of the definitive modification to the contract, the performance baseline documentation submitted in accordance with paragraph b.2 above shall be revised by the contractor to reconcile cost estimates and WBS elements, if necessary, consistent with the definitive modification.

Reporting Requirements

- e. Within 30 days of definitization of the Recovery Act work, the contractor shall begin reporting against the established performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in the section H. clause entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009, *and those Recovery Act-unique deliverables listed below.* Performance against the Recovery Act work shall be tracked and reported separately from other work under the contract funded by other appropriations.
- f. These reports shall be provided to the Contracting Officer on a monthly basis.
 - 1. Contract Performance Report (Refer to OMB No. 0704-0188 or DD FORM 2734/1, MAR 05): Format 1 - Work Breakdown Structure, Format 3 - Baseline, and Format 5 - Explanations and Problem Analyses.
 - 2. A Milestone report from Primavera reflecting status of all milestones being reported with columns for the scope, original planned date, current planned date, and the actual date the milestone was completed.
 - 3. A funds management report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor.
- A. The following clause is added. This clause applies only to the Recovery Act work specified in Section C as directed by the Contracting Officer under modification A015 in accordance with Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984) until such time that the Contracting Officer and the contractor reach a mutual agreement and modify the contract definitizing the Recovery Act work.

H.47 RECOVERY ACT MODIFICATION DEFINITIZATION

The following clause is added. This clause applies only to the Recovery Act work specified in Section C as directed by the Contracting Officer under modification A015 in accordance with Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984) until such time that the Contracting Officer and the contractor reach a mutual agreement and modify the contract definitizing the Recovery Act work.

Modification Definitization

(a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the Recovery Act work directed under modification A015. The Contractor agrees to submit a technical, cost, and fee proposal in accordance with the instructions contained in section 9 of modification A015.

(b) The schedule for definitizing modification A015 is as follows:

Action	Days after Receipt of Mod
Contractor submits technical, cost, and fee Proposal	60
Commence negotiations	90
Mutual agreement on definitization of Recovery Act work	120
Contractor submits certificate of current cost or pricing data	150
Execute definitization contract modification	180

(c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the clause in section I, entitled "Limitation of Government Liability," added by modification A015.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

- (i) All clauses required by the FAR on the date of execution of this modification for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this contract shall continue in effect, except those that by their nature apply only to the modification definitization.

(d) Reopener Clause – Pending DCAA Audit of Contractor's Proposal. If at the time of contract definitization the DCAA Audit report is not issued, then the two parties agree that the negotiated price is subject to adjustment based on the results of the audit report. Should there be no agreement on the amount of the price adjustment contemplated by this clause, then the Contracting Officer may make a unilateral determination and modify the contract accordingly. Failure to agree with such change and the resulting contract price shall be resolved in accordance with the disputes clause of this contract.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://professionals.pr.doe.gov/>

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (Jul 2004) as modified by DEAR 952.202-1 (Mar 2002)	None
I.3	FAR 52.203-3	Gratuities (Apr 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (Jul 1995)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	None
I.8A	FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Sept 2007)	None
I.9A	FAR 52.203-13	Business Ethics (DEC 2008)	None
I.10	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	None
I.11	FAR 52.204-7	Central Contractor Registration (Jul 2006)	None
I.12	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Sep 2007)	None
I.12A	FAR 52.204-11	American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)	Full Text
I.13	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Jul 2004)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.14	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Sept 2006)	None
I.15	FAR 52.215-2	Audit and Records – Negotiation (Jun 1999) Alt I (Mar 2009)	None
I.16	FAR 52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	None
I.17	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 1997)	None
I.18	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 1997)	None
I.19	FAR 52.215-14	Integrity of Unit Prices (Oct 1997)	None
I.20	FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)	None
I.21	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	None
I.22	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	None
I.23	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) (<i>see full text version in Section I</i>)	None
I.24	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct 1997) Alternate III (Oct 1997)	None
I.24A	FAR 52.216-24	Limitation of Government Liability (Apr 1984)	\$78,300,000, \$78,300,000
I.25	FAR 52.217-8	Option to Extend Services (Nov 1999)	180 to 30 days prior to the expiration date of this Contract
I.26	FAR 52.217-9	Option to Extend the Term of the Contract (Mar 2000)	(a) 180 days prior to the expiration date of this Contract 60 (c) 10 years excluding the Transition Period
I.27	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZONE Small Business Concerns (Jul 2005)	(c) Offeror fill-in
I.28	FAR 52.219-8	Utilization of Small Business Concerns (May 2004)	None
I.29	FAR 52.219-9	Small Business Subcontracting Plan (Sept 2006) – Alternate II (Nov 2007)	None
I.30	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.31	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999)	None
I.32	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.33	FAR 52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) The percentage specified in the Section H Clause entitled, <i>Overtime Control Plan</i>
I.34	FAR 52.222-3	Convict Labor (Jun 2003)	None
I.35	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)	None
I.36	FAR 52.222-6	Davis-Bacon Act (Jul 2005)	None
I.37	FAR 52.222-7	Withholding of Funds (Feb 1988)	None
I.38	FAR 52.222-8	Payrolls and Basic Records – Deviation(Nov 2009)	None
I.39	FAR 52.222-9	Apprentices and Trainees (Jul 2005)	None
I.40	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
I.41	FAR 52.222-11	Subcontracts (Labor Standards) (Jul 2005)	None
I.42	FAR 52.222-12	Contract Termination – Debarment (Feb 1988)	None
I.43	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
I.44	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	None
I.45	FAR 52.222-15	Certification of Eligibility (Feb 1988)	None
I.46	FAR 52.222-16	Approval of Wage Rates (Feb 1988)	None
I.47	<i>Reserved</i>	<i>Reserved</i>	<i>Reserved</i>
I.48	FAR 52.222-20	Walsh-Healy Public Contracts Act (Dec 1996)	None
I.49	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.50	FAR 52.222-26	Equal Opportunity (Mar 2007)	None
I.51	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)	None
I.52	FAR 52.222-30	Davis-Bacon Act—Price Adjustment (None or Separately Specified Method) (Dec 2001)	None
I.53	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)	None
I.54	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.55	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)	None
I.56	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (<i>see full text version in Section I</i>)	None
I.57	FAR 52.222-41	Service Contract Act of 1965, As Amended (Nov 2007)	None
I.58	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989) (<i>see full text version in Section I</i>)	Fill-in information is underlined in full text
I.59	FAR 52.222-50	Combating Trafficking in Persons (Aug 2007)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.59A	FAR 52.222-54	Employment Eligibility Verification (JAN 2009)	None
I.60	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) Offeror fill-in
I.61	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
I.62	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
I.63	FAR 52.223-11	Ozone-Depleting Substances (Mar 2001) (<i>see full text version in Section I</i>)	(b) Offeror fill-in
I.64	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	None
I.65	FAR 52.223-14	Toxic Chemical Release Reporting (Aug 2003)	None
I.65a	FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) Alt I (Dec 2007)	None
I.66	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.67	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.68	FAR 52.225-1	Buy American Act – Supplies (Jun 2003)	None
I.69	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Aug 2007) (<i>see full text version in Section I</i>)	(b) (3) None (d) Offeror fill-in
I.70	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)	None
I.70A	FAR 52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements (Mar 2009)	Full Text
I.70B	FAR 52.225-24	Notice of Required Use of American Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials under Trade Agreements. (Mar 2009)	Full Text
I.71	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	None
I.72	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	None
I.73	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
I.74	FAR 52.227-9	Refunds of Royalties (Apr 1984)	None
I.75	DEAR 952.227-82	Rights to Proposal Data (Apr 1994)	Offeror fill-in
I.76	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.77	FAR 52.230-6	Administration of Cost Accounting Standards (Apr 2005)	None
I.78	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None
I.79	FAR 52.232-12	Advance Payments (May 2001) Alt II (May 2001) (<i>see full text version in Section I</i>)	(a), (b), (c) (e), (p) (8), (13), (14). Fill-in information is underlined in full text
I.80	FAR 52.232-17	Interest (Jun 1996)	None
I.81	FAR 52.232-18	Availability of Funds (Apr 1984)	None
I.82	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.83	FAR 52.232-24	Prohibition of Assignment of Claims (Jan 1986)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.84	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
I.85	FAR 52.232-33	Payment of Electronic Funds Transfer –Central Contractor Registration (Oct 2003)	None
I.86	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
I.87	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
1.88	FAR 52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	None
1.89	FAR 52.234-4	Earned Value Management System (Jul 2006)	(g) AREVA Federal Services LLC
1.90	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
1.91	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
1.92	FAR 52.236-5	Material and Workmanship (Apr 1984)	None
1.93	FAR 52.236-7	Permits and Responsibilities (Nov 1991)	None
1.94	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)	None
1.95	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None
1.96	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	None
I.97	FAR 52.237-3	Continuity of Services (Jan 1991)	None
I.98	FAR 52.239-1	Privacy or Security Safeguards (Aug 1996)	None
I.99	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
I.100	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
I.101	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
I.102	FAR 52.242-13	Bankruptcy (Jul 1995)	None
I.103	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984)	None
I.103A	FAR 52.243-6	Change Order Accounting (Apr 1984)	None
I.104	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 (d) 30
I.105	FAR 52.244-2	Subcontracts (Jun 2007) – Alternate I (Jun 2007)	(e) AREVA Federal Services LLC, (k) None
I.106	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.107	FAR 52.244-6	Subcontracts for Commercial Items (Mar 2007)	None
I.108	FAR 52.245-1	Government Property (Jun 2007)	None
I.109	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.110	FAR 52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. DE-AC27-08RV14800, the Contract Administration Office specified in the Section G Clause entitled, <i>Contract Administration</i>
I.111	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.112	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	None
I.113	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) (see <i>full text version in Section I</i>)	(c) Fill-in information is underlined in full text
I.114	FAR 52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	None
I.115	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.116	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.117	FAR 52.251-1	Government Supply Sources (Apr 1984) Alternate I (Apr 1984)	None
I.118	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I.119	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984) (see <i>full text version in Section I</i>)	(b) Fill-in information is underlined in full text
I.120	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.121	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	None
I.122	DEAR 952.204-2	Security Requirements (May 2002)	None
I.123	DEAR 952.204-70	Classification/Declassification (Sep 1997)	None
I.124	DEAR 952.204-75	Public Affairs (Dec 2000)	None
I.125	DEAR 952.208-7	Tagging of Leased Vehicles (Apr 1984)	None
I.126	DEAR 952.208-70	Printing (Apr 1984)	None
I.127	DEAR 952.209-72	Organizational Conflicts of Interest Alternate I (Jun 1997)	None
I.128	DEAR 952.215-70	Key Personnel (Dec 2000)	None
I.129	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (Dec 2002); Alternate II	(a) (3) 30 th
I.130	DEAR 952.217-70	Acquisition of Real Property (Apr 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.131	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	None
I.132	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)	None
I.133	DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	None
I.134	DEAR 952.231-71	Insurance -- Litigation and Claims (Apr 2002)	None
I.135	DEAR 952.242-70	Technical Direction (Dec 2000)	None
I.136	DEAR 952.247-70	Foreign Travel (Dec 2000)	None
I.137	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	None
I.138	DEAR 952.251-70	Contractor Employee Travel Discounts (Dec 2000)	None
I.139	DEAR 970.5203-1	Management Controls (Jun 2007)	None
I.140	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	None
I.141	DEAR 970.5204-3	Access to and Ownership of Records (Jul 2005)	(b)(1) through (b)(5) are Contractor-owned records.
I.142	DEAR 970.5223-1	Integration of Environment, Safety, and Health Into Work Planning and Execution (Dec 2000)	None
I.143	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	None
I.144	DEAR 970.5223-5	DOE Motor Vehicle Fleet Fuel Efficiency (Oct 2003)	None
I.145	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	None
I.146	DEAR 970.5226-3	Community Commitment (Dec 2000)	None
I.147	DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000)	None
I.148	DEAR 970.5227-4	Authorization and Consent (Aug 2002)	None
I.149	DEAR 970.5227-6	Patent Indemnity-Subcontracts (Dec 2000)	None
I.150	DEAR 970.5227-9	Notice of Right to Request Patent Waiver (Dec 2000)	None
I.151	DEAR 970.5227-10	Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor (Aug 2002)	None
I.152	DEAR 970.5227-11	Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	None
I.153	DEAR 970.5229-1	State and Local Taxes (Dec 2000)	None
I.154	DEAR 970.5231-4	Preexisting Conditions (Dec 2000) Alternate II (Dec 2000)	October 1, 2008; October 1, 2008
I.155	DEAR 970.5232-3	Accounts, Records, and Inspection (Jun 2007), Alternate I (Dec 2000)	None
I.156	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (Dec 2000)	None

I.12A FAR 52.204-11, AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS (MAR 2009)

American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009)

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

“*Contract*,” as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq.* For discussion of various types of contracts, see FAR Part 16.

“*First-tier subcontract*” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“*Jobs created*” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“*Jobs retained*” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“*Total compensation*” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(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 contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at <http://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 only address the impact on the contractor's workforce. 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, in the United States and outlying areas. A job cannot be reported as both created and retained.

(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 over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below 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.

(End of clause)

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).

I.24A FAR 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(Expenditures as they apply to funds provided through the American Recovery and Reinvestment Act (ARRA) only)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$42,500,000 dollars.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$42,500,000 dollars.

I.56 FAR 52.222-39, NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

- (a) *Definition.* As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information

(except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.58 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
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Equivalent Federal Hire Classifications, Wages, and Benefit programs are described on the Office of Personnel Management web site at www.opm.gov.

I.63 FAR 52.223-11, OZONE-DEPLETING SUBSTANCES (MAR 2001)

- (a) *Definition.* “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.69 FAR 52.225-11, BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2006)

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

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of

such material exceeds the cost of foreign material by more than 6 percent;

- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars) ¹
Item 1:			
Foreign construction material
Domestic construction material
Item 2:			
Foreign construction material
Domestic construction material

¹ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

I.70A FAR 52.225-23, REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS--BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2009)

(a) Definitions. As used in this clause—

“*Construction material*” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are

delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free trade agreement (FTA) country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of an FTA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Recovery Act designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic

Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Recovery Act designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a-10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

- (i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
- (ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic or Recovery Act designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

NONE

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars) *
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]

[* Include all delivery costs to the construction site.]

(End of clause)

I.70B FAR 52.225-24, NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS--BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS. (MAR 2009)

(a) Definitions. "Construction material," "domestic construction material," "foreign construction material," "manufactured construction material," "Recovery Act designated country construction material," "steel," and "unmanufactured construction material," as used in this provision, are defined in the clause of this solicitation entitled "Required Use of Iron, Steel, and Other Manufactured Goods--Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-23).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

(i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and

(ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

I.79 FAR 52.232-12, ADVANCE PAYMENTS (MAY 2001) ALT II (MAY 2001)

- (a) *Requirements for payment.* Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, identified in the Section G Clause entitled Contract Administration, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed the amount specified in the Section B Clause entitled Obligation and Availability of Funds. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.
- (b) *Special account.* Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the institution identified in the Section J Attachment entitled, Special Financial Institution Account Agreement. None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

- (c) *Use of funds.* The Contractor shall withdraw funds from the special account only to pay for allowable costs as prescribed by the Section I Clause entitled, Allowable Cost and Payment of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.
- (d) *Repayment to the Government.* At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.
- (e) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost as identified in Section B Clause entitled Contract Cost and Contract Fee (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed 10% of the total amount identified in Section B Clause entitled Contract Cost and Contract Fee. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.
- (f) *Interest.*
- (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in paragraph (f)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:
- (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.
 - (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.
 - (iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on

which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.

- (2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.
 - (3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.
 - (4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.
- (g) *Financial institution agreement.* Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.
- (h) *Lien on special bank account.* The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.
- (i) Lien on property under contract.
- (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on material and other property acquired for or allocated to the performance of this contract,

except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

- (2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.
 - (3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.
 - (4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that—
 - (i) The termination inventory is sold or retained; and
 - (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.
- (j) Insurance.
- (1) The Contractor shall maintain with responsible insurance carriers—
 - (i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
 - (ii) Adequate insurance against liability on account of damage to persons or property; and
 - (iii) Adequate insurance under all applicable workers' compensation laws.
 - (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall—
 - (i) Maintain this insurance;

- (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and
 - (iii) Furnish any evidence with respect to its insurance that the administering office may require.
- (k) Default.
 - (1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:
 - (i) Termination of this contract for a fault of the Contractor.
 - (ii) A finding by the administering office that the Contractor has failed to—
 - (A) Observe any of the conditions of the advance payment terms;
 - (B) Comply with any material term of this contract;
 - (C) Make progress or maintain a financial condition adequate for performance of this contract;
 - (D) Limit inventory allocated to this contract to reasonable requirements; or
 - (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.
 - (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
 - (iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.
 - (v) The commission of an act of bankruptcy.
 - (2) If any of the events described in paragraph (k)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
 - (i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the

- special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.
- (ii) Charge interest, in the manner prescribed in paragraph (f) of this clause, on outstanding advance payments during the period of any event described in paragraph (k)(1) of this clause.
 - (iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
 - (iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.
- (3) The Government may take any of the actions described in paragraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.
- (l) *Prohibition against assignment.* Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.
 - (m) *Information and access to records.* The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.
 - (n) *Other security.* The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.
 - (o) *Representations.* The Contractor represents the following:
 - (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
 - (2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

- (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
 - (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
 - (5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.
 - (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
 - (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
 - (8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.
- (p) *Covenants.* To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not—
- (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
 - (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
 - (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
 - (4) Sell, convey, or lease all or a substantial part of its assets;
 - (5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;
 - (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

- (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
- (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over the limitations established by FAR 31.205-6 and DEAR 970.3102-05-6 a year;
- (9) Change substantially the management, ownership, or control of the corporation;
- (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
- (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
- (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
- (13) Make or covenant for capital expenditures exceeding \$0 in total;
- (14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$0; or
- (15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

I.113 FAR 52.247-67, SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—
 - (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

- (c) Contractors shall submit the above referenced transportation documents to—

General Services Administration
Attn: FWA
1800 F Street NW
Washington, DC 20405

I.119 FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

ATTACHMENT J.2

REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS

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

LIST A: APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS

Table J.2.1 Code of Federal Regulations (CFR)

Document Number	Title
10 CFR 63	Disposal of High-Level Radioactive Wastes in a Geologic Repository at Yucca Mountain, Nevada
10 CFR 71	Packaging And Transportation Of Radioactive Material
10 CFR 73	Physical Protection Of Plants And Materials
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules For DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management (Including DOE-STD-3009 CN3, DOE-STD-1186, & DOE-STD-1189
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
	National Electrical Code (NEC 70E)-Electrical Safety, 2009 Revision
	National Fire Protection Association 70 (NFPA) 2008 Revision
10 CFR 1021	National Environmental Policy Act Implementing Procedures
10 CFR 1022	Compliance with Floodplain and Wetland Environmental Review Requirements
29 CFR 1904	Recording And Reporting Occupational Injuries And Illnesses
29 CFR 1910	Occupational Safety And Health Standards
29 CFR 1926	Safety And Health Regulations For Construction
36 CFR 60	National Register of Historic Places
36 CFR 79	Curation of Federally Owned and Administered Archeological Collections
36 CFR 1220	Federal Records, General
36 CFR 1222	Creation And Maintenance Of Federal Records

Document Number	Title
36 CFR 1228	Disposition Of Federal Records
36 CFR 1232	Audiovisual Records Management
36 CFR 1234	Electronic Records Management
36 CFR 1236	Management of Vital Records
40 CFR 60.150	Standards Of Performance For New Stationary Sources
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
40 CFR 194.22	Criteria for the Certification and Re-Certification of the Waste Isolation Pilot Plant's Compliance With the 40 CFR Part 191 Disposal Regulations, Quality Assurance
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable To Generators Of Hazardous Waste
40 CFR 264	Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 265	Interim Status Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 268	Land Disposal Restrictions
40 CFR 300-372	Comprehensive Environmental Response, Compensation, and Liability Act
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning And Notification
40 CFR 370	Hazardous Chemical Reporting: Community Right-To-Know
40 CFR 372	Toxic Chemical Release Reporting: Community Right-To-Know
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions
40 CFR 763	Asbestos
41 CFR 101	Federal Property Management Regulations
41 CFR 102	Federal Management Regulations
49 CFR 40	Procedures For Transportation Workplace Drug Testing Programs
49 CFR 130	Oil Spill Prevention and Response Plans
49 CFR 107	Hazardous Materials Program Procedures
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements
49 CFR 173	Shippers -- General Requirements for Shipments and Packagings
49 CFR 174	Carriage By Rail
49 CFR 177	Carriage by Public Highway.
49 CFR 178	Specifications For Packagings
49 CFR 179	Specifications For Tank Cars

Document Number	Title
49 CFR 180	Continuing Qualification And Maintenance Of Packagings
49 CFR 383	Commercial Driver's License Standards, Requirements and Penalties
49 CFR 385	Safety Fitness Procedures
49 CFR 387	Minimum Levels Of Financial Responsibility For Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations: General
49 CFR 391	Qualifications of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operations
49 CFR 395	Hours Of Service Of Drivers
49 CFR 396	Inspection, Repair and Maintenance
49 CFR 397	Transportation of Hazardous Materials, Driving and Parking Rules

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

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

Document Number	Title
44 USC 3506	Federal Agency Responsibilities

Table J.2.3 Executive Orders

Document Number	Title
Executive Order 11514	Protection and Enhancement of Environmental Quality
Executive Order 11988	Floodplain Management
Executive Order 11990	Protection of Wetlands
Executive Order 12088	Federal Compliance with Pollution Control Standards
Executive Order 12580	Superfund Implementation
Executive Order 12856	Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements
Executive Order 12898	Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
Executive Order 13007	Indian Sacred Sites
Executive Order 13016	Amendment to Executive Order 12580
Executive Order 13045	Protection of Children from Environmental Health Risks and Safety Risks
Executive Order 13112	Invasive Species
Executive Order 13186	Responsibilities of Federal Agencies to Protection Migratory Birds
Executive Order 13212	Actions to Expedite Energy-Related Projects
Executive Order 13221	Energy Efficient Standby Power Devices
Executive Order 13327	Federal Real Property Asset Management
Executive order 13423	Strengthening Federal Environmental, Energy, and Transportation Management

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

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

Table J.2.5 Washington Administrative Code (WAC)

Document Number	Title
WAC 46-48	Transportation Of Hazardous Materials
WAC 173-200	Water Quality Standards for Ground Waters of the State of Washington
WAC 173-216	State Waste Discharge Permit Program
WAC 173-218	Underground Injection Control Program
WAC 173-240	Submission of Plans and Reports for Construction of Wastewater Facilities
WAC 173-303	Dangerous Waste Regulations
WAC 173-304	Minimum Function Standards for Solid Waste Handling
WAC 173-340	Model Toxics Control Act -- Cleanup
WAC 173-360	Underground Storage Tank Regulations

Document Number	Title
WAC 173-400	General Regulations For Air Pollution Sources
WAC 173-401	Operating Permit Regulation
WAC 173-460	Controls for New Sources of Toxic Air Pollutants
WAC 173-480	Ambient Air Quality Standards and Emission Limits for Radionuclide
WAC 197-11	SEPA Rules
WAC 246-247	Radiation Protection -- Air Emissions
WAC 246-272	On-Site Sewage Systems
WAC 246-273	On-Site Sewage System Additives
WAC 246-290	Public Water Supplies
WAC 246-291	Group B Public Water Systems
WAC 246-292	Water Works Operator Certification Regulations
WAC 296-17	Washington Workers' Compensation Insurance
WAC 296- 65	Asbestos Removal and Encapsulation
WAC 446-65	WAC Commercial Motor Vehicle Regulations
WAC 470-12	Transporting Rules

Table J.2.6 Permits

Document Number	Title
AOP 00-05-006	Hanford Site Air Operating Permit
WAR05A57	National Pollutant Discharge Elimination System Storm Water Multi-Sector Permit
WA-002591-7	National Pollutant Discharge Elimination System Permit for the 300 Area TEF
WA780008967	Hanford Facility Resource Conservation and Recovery Act (RCRA) Permit

Table J.2.7 Local Laws and Regulations

Document Number	Title
BCAA Regulation	County Air Pollution Control Authority

LIST B: APPLICABLE DOE DIRECTIVES

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

Document Number	Title
DOE O 110.3A	Conference Management
DOE O 130.1	Budget Formulation Process
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.1	Classified Visits Involving Foreign Nationals
DOE O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency

Document Number	Title
DOE M 142.2-1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3 Chg 1	Unclassified Foreign Visits and Assignments Program
DOE N 144.1	Change to DOE Order 1230.2
DOE O 150.1	Continuity Programs
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200-1A	Information Technology Management
DOE O 205.1A	DOE Cyber Security Management
DOE M 205.1-4	National Security System Manual
DOE N 206.4	Personal Identity Verification
DOE N 206.5	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information
DOE O 210.2	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation With the Office of the Inspector General
DOE O 225.1A	Accident Investigations
DOE O 226.1A	Implementation of DOE Oversight Policy
DOE G 231.1-1	Occurrence Reporting and Performance Analysis Guide
DOE M 231.1-1A, Chg 2	Environment, Safety, and Health Reporting Manual
DOE O 231.1A Chg 1	Environment, Safety and Health Reporting
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information
DOE N 234.1	Reporting of Radioactive Sealed Sources
DOE O 241.1A, Chg 1	Scientific and Technical Information Management
DOE O 243.1	Records Management Program
DOE O 243.2	Vital Records
DOE O 251.1C	Departmental Directives Program
<i>Reserved</i>	<i>Reserved</i>
DOE O 252.1	Technical Standards Program
DOE O 350.1, Chg 1	Contractor Human Resource Management Program
DOE O 413.1A	Management Control Program
Reserved	
DOE O 413.3A	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1C	Quality Assurance
DOE O 420.1B	Facility Safety
DOE O 425.1C	Startup and Restart of Nuclear Facilities
DOE O 430.1B Chg 1	Real Property Asset Management
DOE O 430.2B	Departmental Energy and Utilities Management
DOE O 433.1A	Maintenance Management Program for DOE Nuclear Facilities
DOE M 435.1-1 Chg 1	Radioactive Waste Management Manual

Document Number	Title
DOE O 435.1, Chg 1	Radioactive Waste Management
DOE M 440.1-1A	DOE Explosives Safety Manual
DOE O 440.1B	Worker Protection Management for DOE Federal and Contractor Employees
DOE M 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety, and Health
DOE O 442.1A	DOE Employee Concerns Program
DOE M 441.1-1	Nuclear Material Packaging Manual
DOE O 450.1A	Environmental Protection Program
DOE M 450.4-1	Integrated Safety Management System Manual
DOE G 450.4-1B Vol 1	Integrated Safety Management System Guide (Volume 1) for use with Safety Management System Policies (DOE P 450.4, DOE P 450.5, and DOE P 450.6); The Functions, Responsibilities, and Authorities Manual; and the DOE Acquisition Regulation
DOE O 451.1B Chg 1	National Environmental Policy Act Compliance Program
DOE N 451.1	Change to DOE Order 451.1B
DOE O 460.1B	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation & Packaging Management
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
DOE O 461.1A	Packaging and Transfer or Transportation of Materials of National Security Interest
DOE M 461.1-1 Chg 1	Packaging and Transfer of Materials of National Security Interest Manual
DOE O 470.2B	Independent Oversight and Performance Assurance Program
DOE O 470.3A	Design Basis Threat Policy
DOE O 470.4A	Safeguards and Security Program
DOE M 470.4-1, Chg 1	Safeguards and Security Program Planning and Management
DOE M 470.4-2, Chg 1	Physical Protection
DOE M 470.4-4 Chg 1	Information Security
DOE M 470.4-5	Personnel Security
DOE M 470.4-6, Chg 1	Nuclear Material Control and Accountability
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3	Identifying and Protecting Official Use Only Information
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
DOE O 475.1	Counterintelligence Program
DOE O 475.2	Identifying Classified Information
DOE M 475.1-1B	Manual for Identifying Classified Information
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 534.1B	Accounting
DOE O 551.1C	Official Foreign Travel
DOE O 1230.2	American Indian Tribal Government Policy
DOE O 1340.1B	Management of Public Communications Publications and Scientific, Technical and Engineering Publications

Document Number	Title
DOE O 1450.4	Consensual Listening-In To or Recording Telephone/Radio Conversations
DOE O 3792.3 Chg 1	Drug-Free Federal Workplace Testing Implementation Program
DOE O 5400.5 Chg 2	Radiation Protection of the Public and the Environment
DOE O 5480.19 Chg 2	Conduct of Operations Requirements for DOE Facilities
DOE O 5480.20A, Chg 1	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
DOE O 5610.2, Chg 1	Control of Weapon Data
DOE O 5660.1B	Management of Nuclear Materials

Table J.2.9 DOE-RL/ORP Implementing Documents

Document Number	Title
ASME NQA-1-2004	Quality Assurance Requirements for Nuclear Facility Applications
DOE-0223	RL Emergency Implementing Procedures
DOE-0336	Hanford Site Lockout/Tagout Revision 0
DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)
DOE/RL-2001-0036, Rev 21	Hanford Site Wide Transportation Safety Document
DOE/RL-2002-12	Hanford Radiological Health and Safety Document
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-92-36	Hanford Site Hoisting and Rigging Manual
DOE/RL-94-02, Rev 3	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 3	Hanford Analytical Services QA Requirements Document
DOE/RW-0333P, Rev 18	DOE Office of Civilian Radioactive Waste Management, Quality Assurance Requirements and Descriptions
DOE/RW-0351, Rev 4	Waste Acceptance System Requirements Document (WASRD)
DOE/RW-0511, Rev 2	Integrated Interface Control Document (ICD), Vol I, US DOE SNF & HLW to the Monitored Geologic Repository
EM Policy Letter, July 10, 2006	Policies for Environmental Management Operating Project Performance Baselines, Contingency and Federal Risk Management Plans, and Configuration Control
ORP M 420.1-1 Rev 1	ORP Fire Protection Program
ORP M 420.2C	Facility Representative Program
SCSP, July 5 2005	Site Counterintelligence Support Plan
Reserved	
SEN-35-91	Nuclear Safety Policy
ANSI/ISA-84.00.01 (ANSI 2004)	Functional Safety: Safety Instrumented Systems for the Process Industry Sector