

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 0420	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (if other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL PLATEAU REMEDIATION COMPANY Attn: Kala Dickerson 2420 Stevens Center Place Richland WA 99354-1659		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-08RL14788	
		10B. DATED (SEE ITEM 13) 06/19/2008	
CODE 805603128	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3), Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 77-0694488
 DUNS Number: 805603128

A. The purpose of this modification is to incorporate the following changes with no impact to the contract cost, fee, or schedule:

1. Update the Key Personnel in Section H.15.
2. Update DOE/RL-96-68, Hanford Analytical Services Quality Assurance Requirements Document (HASQARD) to Revision 4 in Section J, Attachment J.2, List B, Table J.2.8.
3. Add the EM Policy Memorandum dated July 28, 2014, for the Environmental Management

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) J.A. Ciucci	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. Jeff Short
15B. CONTRACTOR OFFICER <i>John Ciucci</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>J. Short</i> (Signature of Contracting Officer)
15C. DATE SIGNED 8/30/15	16C. DATE SIGNED 9/1/2015

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-08RL14788/0420

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NAME OF OFFEROR OR CONTRACTOR
CH2M HILL PLATEAU REMEDIATION COMPANY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Policy on Implementation of REAL ID into Section J, Attachment J.2, List B, Table J.2.8.</p> <p>4. Replace Section J, Attachment J.6 with the updated Small Business Subcontract Plan, dated December 30, 2014.</p> <p>5. Add "and retention" into Section J, Attachment J.8, FAR Subpart 31.205-6, Compensation for Personal Services, Hiring/Signing Bonuses.</p> <p>6. Add 31 U.S.C. 1344, FAR 31.205-6(m)(2) and FAR 31.205-46(d), Use of Government or Contractor-Leased Vehicles for Transportation Offsite, into Section J, Attachment J.8.</p> <p>B. The following redline contract pages and conformed sections are attached to this modification reflecting the updates identified in A above:</p> <ul style="list-style-type: none"> • Section H, pages H-i, H-iii, and H-24 to H-34 (redline pages & conformed section) • Attachment J.2, page J.2-8 (redline pages & conformed section) • Attachment J.6 (conformed section) • Attachment J.8, pages J.6-2, 4, and 5 (redline pages & conformed section) <p>C. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for the changes identified above, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to these changes.</p> <p>There are no other changes to the terms and conditions of the contract.</p> <p>Continued ...</p>				

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

CH2M HILL PLATEAU REMEDIATION COMPANY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 06/19/2008 to 09/30/2018				

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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Name	Position
John A. Ciucci	PRC Project Manager
William E. Kirby	PRC Chief Operating Officer
Terry L. Vaughn	Director of Safety, Health, Security and Quality
J. Michael Swartz	Project Manager of PFP Closure Project
Moses Jaraysi	Director of Environmental Program and Regulatory Strategy
Karen L. Weimelt	Project Manager for Groundwater Remediation Project
<u>Connie J. Simiele</u>	<u>Project Manager for Waste and Fuels Management Project</u>
<u>Raymond M. Geimer</u> <u>L. Ty Blackford</u>	<u>Project Manager for K Basin Operations and Plateau Remediation Project</u> Project Manager for Waste and Fuels Management, Decommissioning and Demolition and Soil Remediation

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

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

maintained by the Hanford Site occupational medicine services provider and are the property of DOE.

H.17 STOP-WORK AND SHUTDOWN AUTHORIZATION

(a) Definitions:

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

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

Stop Work Criteria:

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

(b) DOE Stop Work Order.

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

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

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

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

(c) DOE Stop Work Action.

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

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

(d) Contractor Stop Work Action

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

(v) Restart work only after the unsafe condition is mitigated.

(e) Stop Work Policy.

The following represent the site's Stop Work Policy:

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

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

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

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

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

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

(a) In this Clause:

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

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

H.19 ENVIRONMENTAL RESPONSIBILITY

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

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

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

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

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

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

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

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

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

H.20 SELF-PERFORMED WORK

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

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

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

H.21 EMERGENCY CLAUSE

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

H.22 FINANCIAL MANAGEMENT SYSTEM REQUIREMENTS

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

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

- (8) Quarterly International Transactions Report.

H.23 PAYMENTS AND ADVANCES

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

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 (I) to offer a market-based package of retirement and medical benefits to Non-Incumbent Employees (as defined in paragraph (c)). These benefit plans are referred to herein as "Market-Based Plans."
- (5) The HSPP, HSSP and HEWT are collectively referred to herein as the "Plans" for purposes of the Section H Clauses entitled, Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Incumbent Employees, Benefit Plans, and Approval for Subcontractors to participate in the Plans.

(b) Incumbent Employees for the purposes of this Contract

Based on prior employment and the terms of the HSPP, Incumbent Employees are those employees eligible to participate, or to return to and participate, in the HSPP and accrue Benefit Service as defined in the HSPP.

(c) Non-Incumbent Employees

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

(d) Human Resources Compensation Plan

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

(e) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system 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 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) 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. This should be the same information provided to the Central Contractor Registration (CCR) per FAR 52.204-10.
- (3) An *Annual Report of Contractor Expenditures for Employee Supplemental Compensation* through iBenefits or its successor system no later than March 1 of each year.

(g) 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 proposed major compensation program design changes prior to implementation.
 - (ii) An *Annual Compensation Increase Plan (CIP)*. The Compensation Increase Plan (CIP) should include the following components and data:
 - (A) Comparison of average pay to market average pay.
 - (B) Information regarding surveys used for comparison.
 - (C) Aging factors used for escalating survey data and supporting information.
 - (D) Projection of escalation in the market and supporting information.
 - (E) Information to support proposed structure adjustments, if any.
 - (F) Analysis to support special adjustments.
 - (G) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous plan year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual

agreement between the contractor and the Contracting Officer. (d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).

- (H) A discussion of the impact of budget and business constraints on the CIP amount.
- (I) Comparison of pay to relevant factors other than market average pay.
- (iii) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent and key personnel not included in the CIP). For those key personnel included in the CIP, DOE will approve salaries upon the initial contract award and when key personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).

The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as indicated in the above paragraph. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviation must be approved 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.

(h) Pension and Other Benefit Programs

- (1) The Contractor shall become a sponsor of the pension and other benefit plans identified in paragraph (a), and shall be responsible for the management and administration of the Market-Based Plans identified in paragraphs (a)(4).

- (2) Unless otherwise required by applicable law or approved by the Contracting Officer, no implementation of a benefit program and no amendment to any of the plans identified in paragraph (a) or underlying trust documents thereto shall result in allowable costs under this Contract.
- (3) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans identified in paragraph (a) until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (4) Cost reimbursement for pension and other benefit plans identified in paragraph (a) sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved Ben-Val and an Employee Benefits Cost Study as described below.
- (5) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in (i) and (ii) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (Ben-Val) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison Method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.
 - (i) Separate Ben-Val studies are required every two years for all plans identified in paragraph (a). A Ben-Val is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources; and,
 - (ii) Separate Employee Benefits Cost Study comparisons are annually required for all plans identified in paragraph (a). An Employee Benefits Cost Study is a study which analyzes the Contractor's employee benefits cost on a per capita per full time equivalent employee basis and as a percent of payroll and compares them with the costs reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved, broad based, national survey.
- (6) When net benefit value exceeds the comparator group by more than five (5) percent (%), the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived by the Contracting Officer.
- (7) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than 5 %, and if required by the

- Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
- (8) Within two (2) years of approval of the Contractor's corrective action plan by the Contracting Officer, the Contractor shall implement corrective action plans to align employee benefit programs with the benefit value and per capita cost range or percent of payroll as approved by the Contracting Officer.
 - (9) The Contractor may not terminate any benefit plan during the term of the Contract without prior approval of the Contracting Officer in writing.
 - (10) 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.
 - (11) 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.
 - (12) The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the functions of the plans.
 - (13) 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.
 - (14) 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.
 - (15) 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.
 - (16) Each contractor sponsoring a pension and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan and participating in a conference call to discuss the contractor submission (see (i)(8) below for Pension Management Plan requirements).

- (17) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.
 - (18) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval. The justification must:
 - (i) demonstrate the effect of the plan changes on the contract net benefit value or per capita benefit costs,
 - (ii) provide the dollar estimate of savings or costs, and
 - (iii) provide the basis of determining the estimated savings or cost.
- (i) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.
 - (2) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
 - (3) 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.
 - (4) The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE but no later than the dates specified below:
 - (i) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
 - (ii) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
 - (iii) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.
 - (5) At least sixty (60) days 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 are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:

- (i) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
 - (ii) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
 - (iii) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
 - (iv) the Summary Plan Description; and,
 - (v) any such additional information as requested by the Contracting Officer.
- (6) 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.
- (7) Each contractor pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the contractor must conduct a full-scope audit satisfying ERISA section 103. Alternatively, the contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the contracting officer. In years in which a limited scope audit is conducted, the contractor must provide the contracting officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.
- (8) The Pension Management Plan shall include the following:
- (i) A Pension Management Plan (PMP) discussing the Contractor's plans for management and administration of all pension plans consistent with the terms of this contract. The PMP shall be updated and submitted to the Contracting Officer in draft annually no later than 45 days after the last day of the Plan year along with its draft actuarial valuation.
 - (ii) Within thirty (30) days after the date of the submission, appropriate Contractor representatives shall meet with the Contracting Officer to discuss the Contractor's proposed draft annual update of the PMP to specifically discuss any anticipated changes in the projected pension contributions from the prior year's contributions and any discrepancies between the actual contributions made for the most recent year preceding that meeting and the projected contributions for that year which the Contractor had submitted to the Contracting Officer the prior year. The annual revision of the PMP shall include:

- (A) The Contractor's best projection of the contributions which it will be legally obligated to make to the pension plan(s), beginning with the required contributions for the coming fiscal year, based on the latest actuarial valuation, and continuing for the following four years. This estimate will be based upon compliance with all applicable legal requirements relating to the determination of contributions and upon the assumptions set out in the plan document(s).
- (B) If the actuarial valuation submitted pursuant to the annual PMP update indicates that the sponsor of the pension plan must impose pension plan benefit restrictions, the Contractor shall provide the following information:
 - (1) The type of benefit restriction that will take place,
 - (2) The number of Contractor employees that potentially could be impacted and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction, and
 - (3) The amount of money that would need to be contributed to the pension plan to avoid legally required benefit restrictions.
- (C) A detailed discussion of how the Contractor intends to manage the pension plan(s) to maximize the contribution predictability (i.e. forecasting accuracy) and contain current and future costs, to include rationale for selection of all plan assumptions that determine the required contributions and which impact the level and predictability of required contributions. The Contractor is required to annually establish a long term (e.g. five year) plan that outlines the projected retirement plan costs, and any planned action steps to be taken to better manage predictability. The contractor must also share the following information with the Department during the meeting:
 - (1) Strategy for achieving and maintaining fully-funded status of the plan(s)
 - (2) Investment policy statement for the plan, with any recent updates
 - (3) Results of recent asset liability studies (required to be performed every 3 years or after a significant event) including rationale for maintaining current asset allocation strategy
 - (4) Comparison of budget projections submitted to the Department to actual contributions

- (5) Any recent reports, findings, or recommendations provided by plan's investment consultant.
 - (6) Actuarial experience studies to set the plan's actuarial assumptions (required to be performed every 3-5 years)
 - (D) An assessment to evaluate the effectiveness of the Contractor's pension plan(s) investment management/results. The assessment shall include at a minimum: a review and analysis of pension plan investment objectives; the strategies employed to achieve those objectives; the methods used to monitor execution of those strategies and the achievement of the investment objectives; and a comparative analysis of the objectives and performance of other comparable pension plans. The Contractor shall also identify its plans, if any, for revising any aspect of its pension plan management based on the results of the review.
- (9) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans.
- (i) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act (PPA) of 2006. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.
 - (ii) Contractors that sponsor multi-employer DB pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.
- (10) Terminating Operations.

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (i) No further benefits for service shall accrue.
- (ii) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

- (iii) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (iv) Assets shall be determined using the "accrual-basis market value" on the date of termination of operations.
- (v) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(11) Terminating Plans.

- (i) DOE contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (ii) To the extent possible, the contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
- (iii) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (iv) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (v) On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (vi) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (vii) After all liabilities of the plan are satisfied, the contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to

DOE audit. To effect the purposes of this paragraph, DOE and the contractor may stipulate to a schedule of payments.

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

(1) HSPP

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

(2) HSSP

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

(k) 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.

(I) 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.

Any benefit programs established and/or maintained by the Contractor, for which DOE reimburses costs, shall meet the tests of allowability and reasonableness established by FAR 31.205-6 and DEAR 970.3102-05-6.

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

- (a) If this Contract expires or terminates and the U.S. Department of Energy (DOE) has awarded a contract under which the new contractor becomes a sponsor of the Hanford Site Pension Plan (HSPP), Hanford Site Savings Plan (HSSP), Hanford Employee Welfare Trust (HEWT), and Market-Based Plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this contract, and becomes responsible for management, and administration of the Market-Based Plans, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans as appropriate and consistent with direction from the Contracting Officer.
- (b) If this Contract expires or terminates without a contract with a new contractor under which the new contractor becomes a sponsor of the HSPP, HSSP, HEWT, and Market-Based Plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract and becomes responsible for management and administration of the Market-Based Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding all of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract at the time of Contract Completion:
 - (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay*

and Benefits, of this Contract, the Contractor shall remain the sponsor of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, in accordance with applicable legal requirements.

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

H.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) 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*. After the parties have reached agreement, as set forth

above, upon those subcontractors subject to paragraph (b) of the Section H Clause entitled *Employee Compensation: Pay and Benefits*, the Contractor may propose changes to the agreement. Prior to initiating any subcontracting action (e.g., issuing a solicitation) that may require a subcontractor to offer benefits to Incumbent Employees, the Contractor shall provide the Contracting Officer with rationale to support the benefits of its proposed change. Proposed changes shall not be effective or implemented without prior written approval by the Contracting Officer. Approval of the proposed change is at the unilateral discretion of the Contracting Officer.

- (b) The Contractor shall flow down to all subcontractors that are subject to the agreement in paragraph (a) of this Clause the requirements of paragraphs (g)(3) and (4), (i), (j), (k), and (l) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, and paragraphs (a) and (b) of the Section H clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (c) For the purpose of determining allowability of costs, the Contractor shall not take any action that would result in the change of status of an Incumbent Employee with respect to Plans identified in paragraphs (a) and (b) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, without the prior written approval of the Contracting Officer.
- (d) Subject to other subcontract review and approval requirements in this Contract, this Clause does not limit the Contractor's ability to utilize subcontractors as necessary to perform Contract requirements.

H.9 DETERMINATION OF APPROPRIATE LABOR STANDARDS

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

H.10 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

- (a) The Hanford Site Stabilization Agreement (HSSA) for all construction work for the U. S. Department of Energy (DOE) at the Hanford Site, which is referenced in this Clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A, both of which may be periodically amended. The HSSA is hereby incorporated into this Contract by reference. The Contractor is responsible for obtaining the most current text from DOE.

- (b) This Clause applies to employees performing work under Contracts (or subcontracts) administered by DOE which are subject to the *Davis-Bacon Act*, in the classifications set forth in the HSSA for work performed at the Hanford Site.
- (c) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory Contractor or subcontractor shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A.
- (d) Contractors and subcontractors at all tiers who are not signatory to the HSSA and who are not required under paragraph (c) above to become signatory to the HSSA, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:
 - (1) Article VII Employment (Section 2 only);
 - (2) Article XII Non-Signatory Contractor Requirements;
 - (3) Article XIII Hours of Work, Shifts, and Overtime;
 - (4) Article XIV Holidays;
 - (5) Article XV Wage Scales and Fringe Benefits (Sections 1 and 2 only);
 - (6) Article XVII Payment of Wages-Checking In and Out (Section 3 only);
 - (7) Article XX General Working Conditions; and
 - (8) Article XXI Safety and Health.
- (e) The Contractor agrees to make no contributions in connection with this Contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Officer.
- (f) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the *Davis-Bacon Act* contained in the Act of July 2, 1964 (Public Law 88-349-78 Statutes 238-239), and U.S. Department of Labor regulations in implementation thereof (Code of Federal Regulations Title 29 Parts 1 and 5).
- (g) The Contracting Officer may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the HSSA, including its Appendix A, is modified by the involved parties.
- (h) In the event of failure to comply with paragraphs (c) (d) (e) (f) and (g), or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.
- (i) The rights and remedies of the Government provided in this Clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.

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

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

<http://www.hanford.gov>

The U.S. Department of Labor wage determinations for the *Davis-Bacon Act* and *Service Contract Act* are located within Section J.10 of this Contract.

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*.

Contractors must provide actual and projected workforce reductions on an annual basis no later than March 15th of each year. The collection of Contractor workforce reduction data will be administered through the iBenefits system (<https://ibenefits.energy.gov>) for the collection of the following:

- Actual number of voluntary/involuntary separations for the prior Fiscal Year (FY); and

- Actual and projected number of voluntary/involuntary separations for the current FY. Please include any actual separations that have already occurred in the current fiscal year.

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.

Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.

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

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

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

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

The Contractor shall:

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

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

H.14 ADVANCE UNDERSTANDING ON COSTS

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

H.15 KEY PERSONNEL

(a) Introduction.

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

(b) Key Personnel Team Requirements.

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

(c) Definitions

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

(d) Requirements for Changes to Key Personnel

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

(e) Contract Fee Reductions for Changes to Key Personnel

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

(f) Key Personnel for this Contract

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

Name	Position
John A. Ciucci	PRC Project Manager
William E. Kirby	PRC Chief Operating Officer
Terry L. Vaughn	Director of Safety, Health, Security and Quality
J. Michael Swartz	Project Manager of PFP Closure Project
Moses Jaraysi	Director of Environmental Program and Regulatory Strategy
Karen L. Weimelt	Project Manager for Groundwater Remediation Project
Connie J. Simiele	Project Manager for Waste and Fuels Management Project
Raymond M. Geimer	Project Manager for K Basin Operations and Plateau Remediation Project

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

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

H.17 STOP-WORK AND SHUTDOWN AUTHORIZATION

(a) Definitions:

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

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

Stop Work Criteria:

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

(b) DOE Stop Work Order.

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

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

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

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

(c) DOE Stop Work Action.

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

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

(d) Contractor Stop Work Action

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

(v) Restart work only after the unsafe condition is mitigated.

(e) Stop Work Policy.

The following represent the site's Stop Work Policy:

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

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

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

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

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

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

(a) In this Clause:

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

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

H.19 ENVIRONMENTAL RESPONSIBILITY

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

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

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

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

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

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

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

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

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

H.20 SELF-PERFORMED WORK

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

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

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

H.21 EMERGENCY CLAUSE

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

H.22 FINANCIAL MANAGEMENT SYSTEM REQUIREMENTS

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

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

- (8) Quarterly International Transactions Report.

H.23 PAYMENTS AND ADVANCES

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

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

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

H.24 ALTERNATIVE DISPUTE RESOLUTION (ADR)

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

H.25 LITIGATION SUPPORT

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

H.26 ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS

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

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

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

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

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

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

H.28 PRIVACY ACT SYSTEMS OF RECORDS

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

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

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

H.29 RESPONSIBLE CORPORATE OFFICIAL

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

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

Name: Chris P. Shea
Position: Global Market President, Environment and Nuclear
Company/Organization: CH2M Hill
Address: 9191 S. Jamaica Street, Englewood, CO 80122
Phone: 720-286-1252
Facsimile: 720-286-9590
Email: Chris.Shea@ch2m.com

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

H.30 MENTOR-PROTÉGÉ PROGRAM

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

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

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

H.32 COUNTERINTELLIGENCE (CI) SITE SPECIFIC REQUIREMENTS

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

H.33 SEPARATE CORPORATE ENTITY

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

H.34 PERFORMANCE GUARANTEE AGREEMENT

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

H.35 WITHDRAWAL OF WORK

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

procedures in the Section I Clause entitled, *FAR 52.249-6, Termination (Cost-Reimbursement)*.

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

H.36 USE OF DOE FACILITIES

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

H.37 INFORMATION

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

- (b) Release of Information.

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

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

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

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;

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

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

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

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

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

H.38 PARENT ORGANIZATION SUPPORT

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

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

- (b) The Contractor may propose, or DOE may require, parent organization support to:

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

H.39 RESERVED

H.40 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS)

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

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

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

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

H.41 HANFORD SITE RECREATION POLICY

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

H.42 HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

(a) Definition

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

(b) Categories of Services

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

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

(c) Interfaces

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

(d) Requirement to Establish Controls

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

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

(e) Controls

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

(f) Right of Access

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

(g) Nuclear Safety

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

(h) Updates to the Matrix

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

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

(i) Payment of Services

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

(j) Responsibility for Delivery of Service

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

H.43 RESERVED

H.44 TRANSFORMATIONAL ENERGY ACTION MANAGEMENT (TEAM) INITIATIVE

In support of the goals of the Department of Energy's Transformational Energy Action Management (TEAM) initiative, and the goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, the

Contractor shall provide full and open access to the maximum extent practicable to DOE contracted Energy Service Companies (ESCOs) under Energy Savings Performance Contracts (ESPCs), facilitate on-site assessments of opportunities to improve the Site's energy efficiency, water reduction and renewable energy improvements, and shall provide assistance in reviewing ESCO recommendations. The Contractor shall define requirements necessary to be placed in ESPCs and participate in the creation of ESPCs. The Contractor shall ensure ESCO personnel are granted access pursuant to contractual requirements; monitor ESCO activities to ensure that site safety and security requirements are adhered to; promptly provide information requested by ESCO personnel to assist them in developing viable recommendations; and, assist in the monitoring and execution of ESPC projects. When an ESCO is working in facilities under the control of the contractor, the ESCO shall work under the facility contractor's work control and safety program.

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

Preamble:

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

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

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

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

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

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

Definitions:

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

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

(a) Flow Down Provision

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

(b) Segregation and Payment of Costs

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

(c) Prohibition on Use of Funds

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

(d) Wage Rates

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

3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

(e) Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

(f) Registration requirements

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

(g) Utilization of Small Business

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

H.46 RESERVED

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

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

Baseline Requirements

- (a) For purposes of this clause the "pre-definitized period" is defined as that timeframe from the date of execution of modification number A037 directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled "Modification Definitization." All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the "Modification Definitization" clause.
- (b) During the pre-definitized period, the contractor shall develop and deliver to the Contracting Officer the following:
 - (1) Within 30 days after execution of modification no. A037, the contractor shall provide a work plan for performance of that portion of the work specified in

Section B expected to be performed during the 180-day period after execution of modification no. A037. This plan shall include the following:

- (i) Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;
 - (ii) Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;
 - (iii) Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs (at least at a 50% confidence level), at the Activity Building Block (ABB) level, between the current base program/project Near-Term Baseline (NTB) and/or Out-year Planning Estimate Range (OPER) and the Recovery Act work;
 - (iv) Milestone list including, but not limited to, major hiring actions that create newly “created” or “retained” jobs by the contractor or first tier subcontractors in accordance with the clause in Section I, entitled “American Recovery and Reinvestment Act – Reporting Requirements,” key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and
 - (v) Planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section I clause entitled “American Recovery and Reinvestment Act – Reporting Requirements.”
- (2) The contractor shall propose a Performance Baseline for the complete work specified in Section B in accordance with the requirements for submittal Deliverable C.3.1.2.2-1, Initial PRC Baseline. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:
- (i) The contractor shall propose a performance baseline, that consists of the sum of the Performance Measurement Baseline, Management Reserve, and fee that represents a high confidence level (at least a 50% confidence level), for the work to be performed, including the pre-definitized period and the post-definitized period. The Performance Measurement Baseline shall be based upon the work and schedule included in modification no. A037 and the contractor’s cost proposal. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and

post- definitized periods. The sum of estimated cost for the pre- definitized period, estimated cost for the post-definitized period shall equal the contractor's proposed estimated cost for the Recovery Act work. This performance baseline is subject to independent project review and certification before approval by the government.

- (ii) A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.
- (iii) The Contractor's proposed Performance Measurement Baseline shall also include the planned quarterly summary of jobs "created" or "retained" by the contractor and first tier subcontractors as defined in the Section I clause entitled "American Recovery and Reinvestment Act – Reporting Requirements."

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

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

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

Reporting Requirements

- (e) Within 30 days of definitization of the Recovery Act work or as specified within the reporting requirement, the contractor shall begin reporting against the established performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in the section I Clause entitled "American Recovery and Reinvestment Act – Reporting Requirements," and those Recovery Act-unique deliverables listed below. Performance against the Recovery Act work shall be tracked and reported separately from other work under the contract funded by other appropriations.
- (f) These reports shall be provided to the Contracting Officer on a monthly basis.
- (1) Contract Performance Report (Refer to OMB No. 0704-0188 or DD FORM 2734/1, MAR 05): Format 1 - Work Breakdown Structure, Format 3 - Baseline, and Format 5 - Explanations and Problem Analyses.
 - (2) A Milestone report from Primavera reflecting status of all milestones being reported with columns for the scope, original planned date, current planned date, and the actual date the milestone was completed.
 - (3) A funds management report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor.
- (g) The Contractor will provide a weekly report for each Recovery Act subproject by close of business each Tuesday, beginning on the first Tuesday following execution of Modification M047. The Recovery Act Weekly Report will include the following items:
- (1) Accomplishments: The first section of the report documents accomplishments from the past week. This section will be organized by the five major project areas and include 100-300 word narratives of significant accomplishments for each project during the preceding week. Example topics of significant accomplishments include, but are not limited to: job fairs, hiring actions, training/mentoring actions, on-going field work, completed field work, contracting actions, safety accomplishments, hazard reduction, and cost savings (e.g., building going to cold, dark and dry saves \$X in S&M costs, etc.) When introduced, topics should be updated as required over time, so that a reader is not left with unresolved or uncompleted work /issue perceptions. The audience of this narrative is a member of the public interested in ARRA activities who is familiar with the Hanford Mission.

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

- Can be released to the public,
- Directly relates to the narratives described above,
- Shows activity, employees, and is composed in a professional manner,

- Are embedded in the weekly report below the associated narrative and are at least 5" by 7" on the printed page, and
- Are also provided along with the weekly report as a separate file for each photo with 300 dpi resolution and JPEG (at least 5x7 in.) file format

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

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

- Is provided with an associated narrative along with the weekly report,
- Can be released to the public,
- Shows activity, employees, and is composed in a professional manner,
- Is edited to show highlights of the activity and is 1-3 minutes in length,
- Includes a full-screen title graphic at the beginning and end of the video that uses general terms for the title (e.g., Plutonium Finishing Plant D&D, Installation of Groundwater Treatment System), and
- Is provided in two formats: DV-Cam tape and a DVD with two electronic files: a MPEG-2 electronic file, 720x480, highest quality setting (for archiving and further editing); and a WMV electronic file, 320x240, multi-bit rate (for posting to the web)

(2) Significant Upcoming Events: The second section of the weekly report will consist of significant events expected in the next week. The description of the upcoming significant event will normally be less than approximately 50 words, with the audience be DOE-RL Assistant Managers and the DOE-RL Field Office manager. It is anticipated that the "Significant Upcoming Events" section of the weekly report will normally be approximately ¼ - ½ page long.

(h) The Contractor shall provide an estimated date on which it is projected to reach the expenditure and/or obligation ceiling specified within the Section I Clause entitled, FAR 42.216-24, Limitation of Government Liability. The Contractor shall update its estimate within 30 calendar days of any modification to the limitation.

(i) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that Recovery Act expenditures and/or obligations it expects to incur under this contract, when added to all costs previously incurred, will exceed:

- (1) 75 percent in the next 60 days, and
- (2) 90 percent in the next 30 days

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

H.48 EMERGENCY PROCEDURES

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

H.49 PROJECT MANAGEMENT CONTROLS

(a) Project Control System

(1) Definition

The contractor shall support the establishment and maintenance of the Department of Energy Environmental Management Project Management Information System (EM PMIS) from which comprehensive, project-wide performance reports are generated. In addition, the contractor shall provide all necessary technical information and support to enable DOE to proceed with the Critical Decision process and enable DOE to meet the data requirements of the Integrated Planning, Accountability and Budgeting System.

(2) Acronyms

The following is a listing of acronyms and their meaning as used in this clause:

ACWP	Actual Cost of Work Performed
ANSI	American National Standards Institute
BCWS	Budgeted Cost of Work Scheduled
BCWP	Budgeted Cost of Work Performed
CPR	Contractor Performance Report
EDI	Electronic Data Interchange
EIA	Electronic Industry Association
EM	Environmental Management
ETC	Estimate to Complete
EV	Earned Value
IPABS	Integrated Planning, Accountability and Budgeting System
MR	Management Reserve
OBS	Organizational Breakdown Structure
PMIS	Project Management Information System
RDT&E	Research, Development, Testing and Evaluation
WBS	Work Breakdown Structure

(3) Data Requirements

In support of EM PMIS implementation and maintenance, the contractor shall provide the following data elements on a monthly basis:

- ANSI/EIA-748 Earned Value Metrics
- Earned Value Time-Phased Incremental Cost and Quantity Data
- Management Reserve Data
- Schedule Data
- Variance Analysis Data
- Risk Data

The required data elements shall be reported as provided by and consistent with the terms of the contract. In the absence of contractually specific reporting requirements, the contractor shall report the required data by the 15th business day following the report month (i.e., June data shall be reported by the 15th business day of July). Specific reporting requirements and formats follow. The contractor shall submit information for all data elements, as listed in the tables below.

ANSI/EIA-748 Earned Value Metrics

The contractor shall report monthly cost and schedule metrics by Work Breakdown Structure (WBS) and Organizational Breakdown Structure (OBS) against the approved Project Management Baseline. The reporting data elements are:

- Monthly BCWS, BCWP, ACWP, Cost and Schedule Variance
- Cumulative-to-Date BCWS, BCWP, ACWP, Cost and Schedule Variance
- Cost Budget at Complete
- Cost Estimate to Complete
- Reprogramming Adjustment – Cost Variance
- Reprogramming Adjustment – Budget

The reporting format is noted in Tables 3.6.1, 3.6.2, and 3.6.3, below.

Earned Value Time-Phased Incremental Cost and Quantity Data

The contractor shall report incremental cost and schedule performance data on a monthly basis by the lowest level of the WBS and OBS. The reporting data elements are:

- BCWS for the project duration
- BCWP from the project start through the current month
- ACWP from the project start through the current month
- ETC from the current month through the end of the project

The reporting format is noted in Table 3.1, below.

Management Reserve Data

The contractor shall report Management Reserve by WBS and OBS using the data elements *Transaction Date*, *Credit*, *Debit* and *Account Balance*. The reporting format is noted in Table 3.2, below.

Schedule Data

The contractor shall report Schedule data by WBS and OBS; the following data elements shall be reported:

- Type of Activity
- Early/Late Start
- Early/Late Finish
- Start and Finish constraints
- Durations
- Critical Path
- Total and Free Float
- % Complete
-

The reporting format is noted in Tables 3.3.1 and 3.3.2, below.

Variance Analysis Data

The contractor shall report variances by WBS and OBS that exceed 10%. The following data elements shall be reported:

- Monthly Cost and Schedule Variances and Performance Indices
- Cumulative-to-Date Cost and Schedule Variances and Performance Indices
- Variance at Completion
- Estimate at Completion and the Method of Calculation
- Narrative

The reporting format is noted in Tables 3.4.1 and 3.4.2, below.

Risk Data

The contractor shall report risk information by WBS and OBS by a minimum set of data elements that include, but not limited to the following:

- Type of Risk
- Probability of Occurrence
- Quantification of Risk
- Mitigation
- Status

The reporting format and current list of reportable fields is noted in Table 3.5 below.

EM PMIS REPORTING FORMAT TABLES

Table 3.1

Earned Value Time Phased Table				
Earned Value Time-phased Incremental Data for Each Period by WBS and OBS				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity Name	
Resnam	VARCHAR	20	Resource Name	
Period	DATETIME		End Date of Period where Each cost is Time Phased	*
WBSDesc	VARCHAR	255	WBS Description	
OBSDesc	VARCHAR	255	OBS Description	
CINBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS	*
CINBCWP	NUMERIC	16	Cost Incremental Planned Value/BCWP	*
CINCAWWP	NUMERIC	16	Cost Incremental Planned Value/ACWP	*
CINCETC	NUMERIC	16	Cost Incremental ETC-Future from Status Date	*
QINBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS	
QINBCWP	NUMERIC	16	Quantity Incremental Planned Value/BCWP	
QINCACWP	NUMERIC	16	Quantity Incremental Planned Value/ACWP	
QINCETC	NUMERIC	16	Quantity Incremental ETC-Future from Status Date	

Table 3.2

Earned Value Management Reserve Log Table				
Management Reserve Log				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
LogDate	DATETIME		Date of MR Change	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity MR was applied to	
ResNam	VARCHAR	20	Resource MR was applied to	
CCREDIT	NUMERIC	16	Amount of Credit to MR	*
CBEBIT	NUMERIC	16	Amount of Debit to MR	*
CBALANCE	NUMERIC	16	Balance of MR after change	*
Narrative	TEXT		Text Description of MR change	
Document	OBJECT		Document Attachment	

Table 3.3.1

Schedule Activity Table				
Activity Schedule Date				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		Status Date	*
ActNam	VARCHAR	16	Activity Name or Code or ID	*
ActDesc	VARCHAR	255	Activity Description	
WBSNUM	VARCHAR	35	WBS Element	
OBSNUM	VARCHAR	50	OBS Element	
ActType	VARCHAR	1	Activity Type (A=Activity, S=Summary, M=Milestone, H=Hammock)	*
CURStrCon	VARCHAR	3	Current Start Constraint	
CURStrConDate	DATETIME		Current Start Constraint Date	
CURFinCon	VARCHAR	3	Current Finish Constraint	
CURFinConDate	DATETIME		Current Finish Constraint Date	
CURESDate	DATETIME		Current Early Start Date	
CUREFDate	DATETIME		Current Early Finish Date	
CURLSDate	DATETIME		Current Late Start Date	
CURLFDate	DATETIME		Current Late Finish Date	
CUR FreeFit	INT	4	Current Free Float (Days)	
CURTtlFit	INT	4	Current Total Float (Days)	
CURCrit	BOOLEAN	1	Current Critical Path	
CUROrgDur	INT	4	Current Original Duration (Days)	
CURRemDur	INT	4	Current Remaining Duration (Days)	
CURPctCmp	NUMERIC	16	Current Percent Complet	
BASStrCon	VARCHAR	3	Baseline Start Constraint	
BASStrConDate	DATETIME		Baseline Start Constraint Date	
BASFinCon	VARCHAR	3	Baseline Finish Constraint	
BASFinConDate	DATETIME		Baseline Finish Constraint Date	
BASESDate	DATETIME		Baseline Early Start Date	
BASEFDate	DATETIME		Baseline Early Finish Date	
BASLSDate	DATETIME		Baseline Late Start Date	
BASLFFDate	DATETIME		Baseline Late Finish Date	
BASFreeFlt	INT	4	Baseline Free Float (Days)	
BASTtlFit	INT	4	Baseline Total Float (Days)	
BASCrit	BOOLEAN	1	Baseline Critical Path	
BASOrgDur	INT	4	Baseline Original Duration (Days)	
BASRemDur	INT	4	Baseline Remaining Duration (Days)	
BASPctCmp	NUMERIC	16	Baseline Percent	

Table 3.3.2

Schedule Relationship Table Activity Relationship Data				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		Status Date	*
ActNam	VARCHAR	16	Predecessor Activity Name or Code	*
ActNamRel	VARCHAR	16	Successor Activity Name or Code	*
CURRelType	VARCHAR	2	Current Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
CURLag	INT	4	Current Lag	*
BASRelType	VARCHAR	2	Baseline Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
BASLag	INT	4	Baseline Lag (Pos.)/Lead (Neg.)	*

Table 3.4.1

Earned Value Variance WBS Table Variance Analysis Data by WBS				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	*
CINCSV	NUMERIC	16	Incremental Schedule Variance	
CINCCV	NUMERIC	16	Incremental Cost Variance	
CINCSPi	NUMERIC	16	Incremental Schedule Performance Index	
CINCCPI	NUMERIC	16	Incremental Cost Performance Index	
CCUMSV	NUMERIC	16	Cumulative Schedule Variance	
CCUMCV	NUMERIC	16	Cumulative Cost Variance	
CCUMSPi	NUMERIC	16	Cumulative Schedule Performance Index	
CCUMCPI	NUMERIC	16	Cumulative Cost Performance Index	

Earned Value Variance WBS Table Variance Analysis Data by WBS				
Field Name	Field Type	Length	Description	Reqd.
CVAC	NUMERIC	16	Variance at Complete	
CEIAC1	NUMERIC	16	Independent Estimate at Complete 1	
IEACIMeth	VARCHAR	50	Method of Calculation for IEAC 1	
CEIAC2	NUMERIC	16	Independent Estimate at Complete 2	
IEAC2Meth	VARCHAR	50	Method of Calculation for IEAC 2	
CIEAC3	NUMERIC	16	Independent Estimate at Complete 3	
IEAC3Meth	VARCHAR	50	Method of Calculation for IEAC 3	
CIEAC4	NUMERIC	16	Independent Estimate at Complete 4	
IEAC4Meth	VARCHAR	50	Method of Calculation for IEAC 4	
CIEAC5	NUMERIC	16	Independent Estimate at Complete 5	
IEAC5Meth	VARCHAR	50	Method of Calculation for IEAC 5	
Narrative	TEXT		Text of Variance Analysis	
Document	OBJECT		Document Attachment - Optional	

Table 3.4.2

Earned Value Variance WBS Table Variance Analysis Data by OBS				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
OBSNUM	VARCHAR	50	OBS Element or ID	*
CINCSV	NUMERIC	16	Incremental Schedule Variance	
CINCCV	NUMERIC	16	Incremental Cost Variance	
CINCSPi	NUMERIC	16	Incremental Schedule Performance Index	
CINCCPI	NUMERIC	16	Incremental Cost Performance Index	
CCUMSV	NUMERIC	16	Cumulative Schedule Variance	
CCUMCV	NUMERIC	16	Cumulative Cost Variance	
CCUMSPi	NUMERIC	16	Cumulative Schedule Performance Index	
CCUMCPI	NUMERIC	16	Cumulative Cost Performance Index	
CVAC	NUMERIC	16	Variance at Complete	
CEIAC1	NUMERIC	16	Independent Estimate at Complete 1	
IEACIMeth	VARCHAR	50	Method of Calculation for IEAC 1	
CEIAC2	NUMERIC	16	Independent Estimate at	

Earned Value Variance WBS Table Variance Analysis Data by OBS				
Field Name	Field Type	Length	Description	Reqd.
			Complete 2	
IEAC2Meth	VARCHAR	50	Method of Calculation for IEAC 2	
CIEAC3	NUMERIC	16	Independent Estimate at Complete 3	
IEAC3Meth	VARCHAR	50	Method of Calculation for IEAC 3	
CIEAC4	NUMERIC	16	Independent Estimate at Complete 4	
IEAC4Meth	VARCHAR	50	Method of Calculation for IEAC 4	
CIEAC5	NUMERIC	16	Independent Estimate at Complete 5	
IEAC5Meth	VARCHAR	50	Method of Calculation for IEAC 5	
Narrative	TEXT		Text of Variance Analysis	
Document	OBJECT		Document Attachment - Optional	

Table 3.5

Risk Log Table Risk Log Data				
Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
RiskCode	VARCHAR	50	Identifier Code for Risk Item	*
RiskType	VARCHAR	20	Type of Risk	*
Title	VARCHAR	255	Title of Risk Item	*
RiskDate	DATEIME		The date the risk was identified in the risk management system	*
RemainAmt	VARCHAR	3	Will the remaining amount be adequate for project closeout?	
Mitigation	TEXT		Risk Mitigation Plan	
Probability	NUMERIC	16	Risk Probability	
Consequence	TEXT		Risk Impact/Consequence	
Quantity	NUMERIC	16	Quantification of Risk	
UnitofMeasure	VARCHAR	50	Unit of Measure for Quantity	
Closed	BOOLEAN	1	Risk Item Open (No) or Closed (Yes)	*
Status	TEXT		Risk Status	
Narrative	TEXT		Text Description of Risk	
Document	OBJECT		Document Attachment - Optional	

Table 3.6.1

Earned Value Contractor Performance Reporting Header Table Contract and Project CPR Header Information				
Field Name	Field Type	Length	Description	Req.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
ProjDsc	VARCHAR	255	Project Description	
ConNum	VARCHAR	50	Contract Number	
ConTyp	VARCHAR	4	Contract Types: CPAF – Cost Plus Award Fee CPFF – Cost Plus Fixed Fee CPIF – Cost Plus Incentive Fee CPP – Cost Plus Percentage CPE – Cost Plus Expenses FPE – Fixed Price Escalation FPI – Fixed Price Incentive FFP – Firm Fixed Price T&M – Time and Materials	
ProgType	VARCHAR	50	Program Type (RDT&E, Production, RDT&E and Production, Advanced Design, Demonstration Validation, Full Scale Development, etc)	
Security	VARCHAR	50	Security Classification (Competition Sensitive, Unclassified, Confidential, Secret, Top Secret)	
QCON	INT	4	Quantity Contracted (For Production Contracts)	
ShrNum	INT	4	Share Number	
ShrQut	INT	4	Share Quotient	
TrgtPct	NUMERIC	16	Target Fee/Percent	
Factor	INT	4	Factor for costs (100, 1000, 1000000, etc) - Applies to all tables	
CNEGCST	NUMERIC	16	Negotiated Cost	
CAUWCST	NUMERIC	16	Authorized Un-priced Work	
CTGTPRC	NUMERIC	16	Target Price	
CESTPRC	NUMERIC	16	Estimated Price	
CCONCEIL	NUMERIC	16	Contract Ceiling	
CESTCEIL	NUMERIC	16	Estimated Contract Ceiling	
CTGT CST	NUMERIC	16	Original Target Cost	
CNEGCHG	NUMERIC	16	Negotiated Contract Changes	
CCONBGT	NUMERIC	16	Contract Budget Base	
CTOTBGT	NUMERIC	16	Total Allocated Budget	
CESTEACBEST	NUMERIC	16	EAC Best Case Estimate	

Earned Value Contractor Performance Reporting Header Table Contract and Project CPR Header Information				
Field Name	Field Type	Length	Description	Req.
CESTEACW RST	NUMERIC	16	EAC Worst Case Estimate	
CESTEACLIK E	NUMERIC	16	EAC Most Likely Estimate	
ConStrDate	DATETIME		Contract Start Date	
EstCmpDate	DATETIME		Estimated Completion Date	
ConDefDate	DATETIME		Contract Definitization Date	
LstDelDate	DATETIME		Last Item Delivery Date	
ConCmpDate	DATETIME		Contract Completion Date	
MR	NUMERIC	16	Original Management Reserve	
MRLRE	NUMERIC	16	Current Management Reserve	
UB	NUMERIC	16	Original Undistributed Budget	
UBLRE	NUMERIC	16	Current Undistributed Budget	

Table 3.6.2

Earned Value Contractor Performance Reporting Format Table 1 Cumulative and Incremental Data By WBS				
Field Name	Field Type	Length	Description	Req.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	*
WBSDesc	VARCHAR	255	WBS Description	
WBSParent	VARCHAR	35	Parent WBS Element - Leave Blank for top level WBS (there should be only one top level WBS)	
WBSLevel	INT	4	Level in WBS Structure	*
CINBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS (current period)	*
CINBCWP	NUMERIC	16	Cost Incremental Earned Value/BCWP (current period)	*
CINACWP	NUMERIC	16	Cost Incremental Actual Value/ACWP (current period)	*
CCUMBCWS	NUMERIC	16	Cost Cumulative Planned Value/BCWS (to date)	*
CCUMBCWP	NUMERIC	16	Cost Cumulative Earned Value/BCWP (to date)	*
CCUMACWP	NUMERIC	16	Cost Cumulative Actual Value/ACWP (to date)	*
CBAC	NUMERIC	16	Cost Budget At Complete	*
CEAC	NUMERIC	16	Cost Estimate At Complete	*
CETC	NUMERIC	16	Cost Estimate To Complete	*
CRPGVAR	NUMERIC	16	Cost Reprogramming	

Earned Value Contractor Performance Reporting Format Table 1 Cumulative and Incremental Data By WBS				
Field Name	Field Type	Length	Description	Req.
			Adjustment To Variance	
CRPGBCWS	NUMERIC	16	Cost Reprogramming Adjustment To Budget	
QINBCWWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS (current period)	
QINBCWCP	NUMERIC	16	Quantity Incremental Earned Value/BCWP (current period)	
QINBCACWP	NUMERIC	16	Quantity Incremental Actual Value/ACWP (current period)	
QCUMBCWWS	NUMERIC	16	Quantity Cumulative Planned Value/BCWS (to date)	
QCUMBCWCP	NUMERIC	16	Quantity Cumulative Earned Value/BCWP (to date)	
QCUMBCACWP	NUMERIC	16	Quantity Cumulative Actual Value/ACWP (to date)	
QBAC	NUMERIC	16	Quantity Budget At Complete	
QEAC	NUMERIC	16	Quantity Estimate At Complete	
QETC	NUMERIC	16	Quantity Estimate To Complete	
QRPVVAR	NUMERIC	16	Quantity Reprogramming Adjustment To Variance	
QRPVBCWS	NUMERIC	16	Quantity Reprogramming Adjustment To Budget	

Table 3.6.3

Earned Value Contractor Performance Reporting Format Table 2 Cumulative and Incremental Data By OBS				
Field Name	Field Type	Length	Description	Req.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
OBSNUM	VARCHAR	50	OBS Element or ID	*
OBSDesc	VARCHAR	255	OBS Description	
OBSParent	VARCHAR	50	Parent OBS Element - Leave Blank for top level OBS (there should be only one top level OBS)	
OBSLevel	INT	4	Level in OBS Structure	*
CINBCWWS	NUMERIC	16	Cost Incremental Planned Value/BCWS (current period)	*
CINBCWCP	NUMERIC	16	Cost Incremental Earned Value/BCWP (current period)	*
CINBCACWP	NUMERIC	16	Cost Incremental Actual Value/ACWP (current period)	*
CCUMBCWWS	NUMERIC	16	Cost Cumulative Planned	*

Earned Value Contractor Performance Reporting Format Table 2 Cumulative and Incremental Data By OBS				
Field Name	Field Type	Length	Description	Req.
			Value/BCWS (to date)	
CCUMBCWP	NUMERIC	16	Cost Cumulative Earned Value/BCWP (to date)	*
CCUMACWP	NUMERIC	16	Cost Cumulative Actual Value/ACWP (to date)	*
CBAC	NUMERIC	16	Cost Budget At Complete	*
CEAC	NUMERIC	16	Cost Estimate At Complete	*
CETC	NUMERIC	16	Cost Estimate To Complete	*
CRPGVAR	NUMERIC	16	Cost Reprogramming Adjustment To Variance	
CRPGBCWS	NUMERIC	16	Cost Reprogramming Adjustment To Budget	
QINBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS (current period)	
QINBCWP	NUMERIC	16	Quantity Incremental Earned Value/BCWP (current period)	
QINACWP	NUMERIC	16	Quantity Incremental Actual Value/ACWP (current period)	
QCUMBCWS	NUMERIC	16	Quantity Cumulative Planned Value/BCWS (to date)	
QCUMBCWP	NUMERIC	16	Quantity Cumulative Earned Value/BCWP (to date)	
QCUMACWP	NUMERIC	16	Quantity Cumulative Actual Value/ACWP (to date)	
QBAC	NUMERIC	16	Quantity Budget At Complete	
QEAC	NUMERIC	16	Quantity Estimate At Complete	
QETC	NUMERIC	16	Quantity Estimate To Complete	
QRPVAR	NUMERIC	16	Quantity Reprogramming Adjustment To Variance	
QRPBCWS	NUMERIC	16	Quantity Reprogramming Adjustment To Budget	

H.50 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES

The contractor is required to report and obtain approval from the Contracting Officer before incurring any costs associated with conference related activities. Conference expenses are defined as follows:

Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to contractors, travelers or others associated with the conference, but do not include funds paid under Federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, rental of rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and planning should be included, but employee

time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included with conference expenses. See 41 CFR 301-74.2. Conference should be net of any fees or revenue received by the agency or contractor through the conference.

H.51 NNSA/EM STRATEGIC SOURCING PARTNERSHIP

The Contractor may participate in the NNSA/EM Strategic Sourcing Partnership (SSP) via signature to the accompanying Memorandum of Agreement (MOU). Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center (SCMC), to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and reporting efficiencies to reduce costs overall to the government.

No specific participation level, percent, or dollar volume is required by the Contractor.

H.52 CONFERENCE SPENDING

The Contractor agrees that:

- (a) No cost associated with conference activities shall be allowable under this contract unless the conference is directly and programmatically related to the purpose of the contract, and the specific work authorization/order/task directing the conference activities.
- (b) The Contractor shall follow the most current guidance issued by DOE concerning reporting of conference related activities and spending. The Contractor shall request and obtain approval (if \$100,000 or greater), and report all conference activities through the Conference Management Reporting and Approval Tool on the DOE iPortal at <https://iportal.doe.gov>.
- (c) Once the Contractor has received notification that approval (if net estimated DOE expenses exceed \$100,000) or registration (if net DOE expenses are \$100,000 or less) within the Conference Management Database has taken place, the contractor shall provide documentation to the Contracting Officer of the approval or registration. Notification of approval or registration consists of evidence of one of the following—
 - (1) The Conference Management Database Approval Comments field reflects "Approved" if DOE expenses are equal to or exceed \$100,000; or
 - (2) The Conference Management Database Event Status field is locked and the Approval Comments field reflects "Approval Not Needed at Current Estimates," if net DOE expenses will be \$100,000 or less.
- (d) Upon receipt of the evidence in (c) above, the Contracting Officer will provide approval for the Contractor to begin incurring costs for the conference. Contracting Officer approval to begin incurring costs does not constitute a determination of allowability of the costs.

- (e) The Contractor and its employees as well as conference sponsors, hosts and attendees shall aggressively seek to limit costs associated with a conference. Conference expenditures shall be kept to the minimum necessary to carry out the Department's mission and must be consistent with applicable portions of the Federal Travel Regulation, and 48 CFR chapter 1, the Federal Acquisition Regulation.
- (f) DOE will review proposed conference activities based on estimated cost and attendance to ensure federal funds are used for purposes that are appropriate, cost effective, and important to the core mission. However, only the Contracting Officer has authority to determine if the costs incurred by the Contractor are allowable, allocable, and reasonable.
- (g) The Contractor shall establish sufficient management controls to ensure the costs related to conferences it invoices the Government for are allowable, allocable and reasonable.
- (h) The Contractor shall ensure its conference attendees conduct themselves with the highest level of professionalism and ethical behavior consistent with that expected of DOE employees.

Document Number	Title
CRD O 522.1	Pricing of Departmental Materials & Services
CRD O 534.1B	Accounting
CRD O 551.1D	Official Foreign Travel
CRD O 580.1A	Department of Energy Personal Property Management Program
DOE-0223	RL Emergency Implementing Procedures
DOE/RL-2001-0036, REV. 1E	Hanford Sitewide Transportation Safety Document
DOE/RL-2002-12, Rev 1	Hanford Radiological Health and Safety Document
DOE/RL-2008-17	Gable Mountain and Gable Butte Management Plan
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-94-02, Rev 6	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 34	Hanford Analytical Services Quality Assurance Requirements Document
DOE/RL-09-89, Rev 0	Transportation Hazards Survey and Emergency Planning Hazards Assessment
RRD 005, Rev 3	Worker Safety
RRD 007	Chronic Beryllium Disease Prevention Program
RRD 008, Rev 3	Quality Assurance Program Requirements
SCSP, July 5, 2005	Richland Regional Office Site Counterintelligence Support Plan, Hanford Site CI Support Plan (SCSP)
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8
DOE/RW-0333P	DOE Office of Civilian Radioactive Waste Management, Quality Assurance Requirements and Description, Revision 18
DOE/RW-0351	Waste Acceptance System Requirements Document, Revision 5, ICN 1
DOE/RW-0511	Integrated Interface Control Document, Revision 4, ICN 1
EM Policy Letter, July 10, 2006	Policies for Environmental Management Operating project Performance Baselines, contingency and Federal Risk Management Plans, and Configuration Control
EM Policy Memorandum, July 28, 2014	Environmental Management Policy on Implementation of REAL ID

ATTACHMENT J.2

REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS

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

LIST A: APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS

Table J.2.1 Code of Federal Regulations (CFR)

Document Number	Title
10 CFR 63	Disposal of High-Level Radioactive Wastes in a Geologic Repository at Yucca Mountain, Nevada
10 CFR 71	Packaging And Transportation Of Radioactive Material
10 CFR 73	Physical Protection Of Plants And Materials
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules For DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management (including DOE-STD-3009 CN-3, DOE-STD-1186, and DOE-STD-1189)
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 1021	National Environmental Policy Act Implementing Procedures
10 CFR 1022	Compliance with Floodplain and Wetland Environmental Review Requirements
29 CFR 1904	Recording And Reporting Occupational Injuries And Illnesses
29 CFR 1910	Occupational Safety And Health Standards
29 CFR 1926	Safety And Health Regulations For Construction
36 CFR 60	National Register of Historic Places
36 CFR 79	Curation of Federally Owned and Administered Archeological Collections
36 CFR 800	Protection of Historic Properties
36 CFR 1220	Federal Records, General
36 CFR 1222	Creation And Maintenance Of Federal Records
36 CFR 1228	Disposition Of Federal Records
36 CFR 1232	Audiovisual Records Management
36 CFR 1234	Electronic Records Management
36 CFR 1236	Management of Vital Records

Document Number	Title
40 CFR 60.150	Standards Of Performance For New Stationary Sources
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
40 CFR 194.22	Criteria for the Certification and Re-Certification of the Waste Isolation Pilot Plant's Compliance With the 40 CFR Part 191 Disposal Regulations, Quality Assurance
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable To Generators Of Hazardous Waste
40 CFR 264	Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 265	Interim Status Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 268	Land Disposal Restrictions
40 CFR 300-372	Comprehensive Environmental Response, Compensation, and Liability Act
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning And Notification
40 CFR 370	Hazardous Chemical Reporting: Community Right-To-Know
40 CFR 372	Toxic Chemical Release Reporting: Community Right-To-Know
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions
40 CFR 763	Asbestos
41 CFR 101	Federal Property Management Regulations
41 CFR 102	Federal Management Regulations
49 CFR 40	Procedures For Transportation Workplace Drug Testing Programs
49 CFR 130	Oil Spill Prevention and Response Plans
49 CFR 107	Hazardous Materials Program Procedures
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements
49 CFR 173	Shippers -- General Requirements for Shipments and Packagings
49 CFR 174	Carriage By Rail
49 CFR 177	Carriage by Public Highway.
49 CFR 178	Specifications For Packagings
49 CFR 179	Specifications For Tank Cars
49 CFR 180	Continuing Qualification And Maintenance Of Packagings
49 CFR 383	Commercial Driver's License Standards, Requirements and Penalties
49 CFR 385	Safety Fitness Procedures
49 CFR 387	Minimum Levels Of Financial Responsibility For Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations: General
49 CFR 391	Qualifications of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operations

Document Number	Title
49 CFR 395	Hours Of Service Of Drivers
49 CFR 396	Inspection, Repair and Maintenance
49 CFR 397	Transportation of Hazardous Materials, Driving and Parking Rules

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

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

Table J.2.3 Executive Orders

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

Document Number	Title
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
Executive order 13514	Federal Leadership in Environmental, Energy, and Economic Performance

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

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

Table J.2.5 Washington Administrative Code (WAC)

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

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

Table J.2.6 Permits

Document Number	Title
AOP 00-05-006	Hanford Site Air Operating Permit
ST-4500	State Waste Discharge Permit to State-Approved Land Disposal Site (SALDS)
WA780008967	Hanford Facility Resource Conservation and Recovery Act (RCRA) Permit

Table J.2.7 Local Laws and Regulations

Document Number	Title
BCAA Regulation	County Air Pollution Control Authority

LIST B: APPLICABLE DOE DIRECTIVES

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

Document Number	Title
CRD O 130.1	Budget Formulation
CRD M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
CRD O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
CRD M 142.2-1 (Supp Rev 0)	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
CRD O 142.3A	Unclassified Foreign Visits and Assignments Program
CRD O 144.1	Department of Energy American Indian Tribal Government Interactions and Policy
CRD O 150.1 (Supp Rev 1)	Continuity Programs
CRD O 151.1C	Comprehensive Emergency Management System
CRD O 153.1	Departmental Radiological Emergency Response Assets
CRD O 200.1A	Information Management Program
CRD O 205.1B Chg. 2 (Supp Rev 1)	DOE Cyber Security Program
CRD O 206.2	Identity, Credential, and Access Management (ICAM)
CRD N 206.5	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information
CRD O 210.2A	DOE Corporate Operating Experience Program
CRD O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
CRD O 221.2A	Cooperation With the Office of the Inspector General
CRD O 225.1B (Supp Rev 0)	Accident Investigations
CRD O 226.1B	Implementation of Department of Energy Oversight Policy
CRD O 227.1 (Supp Rev 0)	Independent Oversight Program
CRD O 231.1B	Environment, Safety, and Health Reporting
CRD O 232.2 (Supp Rev 0)	Occurrence Reporting and Processing of Operations Information
CRD O 241.1B	Scientific and Technical Information Management
CRD O 243.1B (Supp Rev 0)	Records Management Program
CRD O 252.1A	Technical Standards Program
CRD O 350.1, Chg 4	Contractor Human Resource Management Program
CRD O 410.2	Management of Nuclear Materials
CRD O 413.1A	Management Control Program
CRD O 413.3B	Program and Project Management for the Acquisition of Capital Assets
CRD O 414.1D	Quality Assurance
CRD O 415.1	Information Technology Project Management
CRD O 420.1C (Supp	Facility Safety

Document Number	Title
Rev 0)	
CRD O 422.1 (Supp Rev 0)	Conduct of Operations
CRD O 425.1D (Supp Rev 0)	Verification of Readiness to Start Up or Restart Nuclear Facilities
CRD O 426.2 (Supp Rev 1)	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
CRD O 430.1B Chg 1 (Supp Rev 0)	Real Property Asset Management
CRD O 433.1B (Supp Rev1)	Maintenance Management Program for DOE Nuclear Facilities
CRD O 435.1, Chg 1 (Supp Rev 0)	Radioactive Waste Management
DOE M 435.1-1 Chg 1	Radioactive Waste Management Manual
CRD O 436.1 (Supp Rev 0)	Departmental Sustainability
CRD O 440.2B, Chg 1 (Supp Rev 0)	Aviation Management and Safety
CRD O 442.1A (Supp Rev 3)	Department Of Energy Employee Concerns Program
CRD O 442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
CRD O 452.8	Control of Nuclear Weapon Data
CRD O 458.1 Chg 2	Radiation Protection of the Public and the Environment
CRD O 460.1C	Packaging and Transportation Safety
CRD O 460.2A (Supp Rev 2)	Departmental Materials Transportation and Packaging Management
CRD M 460.2-1A	Radioactive Material Transportation Practices Manual
CRD O 461.1B	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
CRD O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest
CRD O 462.1	Import and Export of Radioactive Sources
DOE O 470.3B	Graded Security Protection (GSP) Policy
CRD M 470.4-1, Chg 1 (Supp Rev 1)	Safeguards and Security Program Planning and Management
CRD M 470.4-6, Chg 1 (Supp Rev 0)	Nuclear Material Control and Accountability
CRD O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
CRD O 471.3 (Supp Rev 1)	Identifying and Protecting Official Use Only Information
CRD M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
CRD O 471.6	Information Security
CRD O 472.2, Chg. 1	Personnel Security
CRD O 473.3 (Supp Rev 0)	Protection Program Operations
CRD O 475.2A	Identifying Classified Information

Document Number	Title
CRD O 522.1	Pricing of Departmental Materials & Services
CRD O 534.1B	Accounting
CRD O 551.1D	Official Foreign Travel
CRD O 580.1A	Department of Energy Personal Property Management Program
DOE-0223	RL Emergency Implementing Procedures
DOE/RL-2001-0036, REV. 1E	Hanford Sitewide Transportation Safety Document
DOE/RL-2002-12, Rev 1	Hanford Radiological Health and Safety Document
DOE/RL-2008-17	Gable Mountain and Gable Butte Management Plan
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-94-02, Rev 6	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 4	Hanford Analytical Services Quality Assurance Requirements Document
DOE/RL-09-89, Rev 0	Transportation Hazards Survey and Emergency Planning Hazards Assessment
RRD 005, Rev 3	Worker Safety
RRD 007	Chronic Beryllium Disease Prevention Program
RRD 008, Rev 3	Quality Assurance Program Requirements
SCSP, July 5, 2005	Richland Regional Office Site Counterintelligence Support Plan, Hanford Site CI Support Plan (SCSP)
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8
DOE/RW-0333P	DOE Office of Civilian Radioactive Waste Management, Quality Assurance Requirements and Description, Revision 18
DOE/RW-0351	Waste Acceptance System Requirements Document, Revision 5, ICN 1
DOE/RW-0511	Integrated Interface Control Document, Revision 4, ICN 1
EM Policy Letter, July 10, 2006	Policies for Environmental Management Operating project Performance Baselines, contingency and Federal Risk Management Plans, and Configuration Control
EM Policy Memorandum, July 28, 2014	Environmental Management Policy on Implementation of REAL ID

ATTACHMENT J.6

SMALL BUSINESS SUBCONTRACTING PLAN

SMALL BUSINESS SUBCONTRACTING PLAN

for

United States Department of Energy

Plateau Remediation Contract

Submitted by:

**CH2M HILL PLATEAU REMEDIATION COMPANY
Prime Contractor**

FISCAL YEARS 2009-2018

(Base and Option Period)

CONTRACT NUMBER DE-AC06-08RL14788

**Revision 4
December 30, 2014**

SMALL BUSINESS SUBCONTRACTING PLAN

Contractor Name: CH2M HILL Plateau Remediation Company (CHPRC)
Contractor Address: 2420 Stevens Center Place
City/State/Zip: Richland, WA 99354-1659
Company Phone: 509.376.5417
Fax: 509.372.1050
Point of Contact: Vicki M. Bogenberger
POC Phone: 509.376.1919 509.376.0518 fax
POC E-mail: Vicki_M_Bogenberger@rl.gov
Prime Contract Number: DE-AC06-08RL14788
Item/Service: Plateau Remediation Contract

Total Amount of Contract (Including Options): \$5,696,680,278.00 per Section B, Table B.4-1 as of Modification Mod 371.

Period of Contract Performance: Award through September 2018 including option period.

Company Policy Statement

“It is the policy of the United States and CH2M HILL Plateau Remediation Company (CHPRC) that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, minority business concerns and women-owned small business concerns shall have the maximum practical opportunity to participate in the performance of government and commercial subcontracts awarded by CH2M HILL. It is CHPRC’s intention to aggressively pursue, wherever possible, subcontracting opportunities with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged small business, minority business, and women-owned small business, as well as Historically Black Colleges and Universities and Minority Institutions in accordance with P.L. 99-66, Section 1207, and P.L. 100-180, Section 806.”

Vision

Diversity and commitment to small business subcontracting is a CH2M HILL management operating principle and a key element to our CHPRC strategy. Through diversity in our small business subcontracting, CH2M HILL provides vital links to the local/regional community, increases flexibility in meeting project goals and cost effectiveness, helps strengthen the local economy, creates new business opportunities, and supports best business practices. Per this Plan, CHPRC commits \$1.204B to small business concerns over the base and option period.

FISCAL YEAR 2009-2018

SMALL BUSINESS SUBCONTRACTING PLAN

1.0 Purpose of Plan

This CHPRC Fiscal Year (FY) 2009-FY2018 (5-year base plus 5-year option) Small Business Subcontracting Plan (FAR 52.219-9, “Small Business Subcontracting Plan”) promotes, develops, and implements, a progressive small business (SB), small disadvantaged business (SDB), small women-owned business (WOSB), HUBZone small business (HUBZone), veteran-owned small business (VOSB), and Service-Disabled Veteran-Owned (SDVO) business Program (collectively referred to herein as SB) subcontracting program. This Plan maximizes business opportunities for SB concerns to the extent practicable to meaningfully contribute to the plateau remediation scope and incentive objectives. The Plan also describes the approach in meeting the requirements for the Mentor-Protégé Program. The Plan is consistent with FAR 19.7, “Small Business Subcontracting Program,” in that this subcontracting plan covers the entire contract period (including option period); applies to this specific Plateau Remediation Contract (PRC); includes goals that are based on the offeror’s planned subcontracting in support of this Contract; addresses indirect costs; addresses Master Plan integration into the Small Business Plan; and describes the good faith effort to support these committed goals. Additionally, this Plan is consistent with FAR 52.219-9(c) in that the base contract is addressed separately from the option period.

2.0 Executive Summary

An objective of the U.S. Department of Energy (DOE) is to promote the use of small business in executing its mission activities, and providing to such concerns an opportunity to apply their expertise, in a meaningful way, to the work to be conducted under the PRC. Pursuant to this objective, it is a management philosophy and operating principle of CH2M HILL to be recognized as an industry leader in the incorporation and use of SB to gain overall project efficiency.

Base Period Approach

CHPRC established team members including nine¹ preferred pre-selected SBs with proven track records to support optimizing prime contract objectives and project delivery success including: a) East Tennessee Materials & Energy Corporation, Inc., a wholly owned subsidiary of Perma-Fix Environmental Services (M&EC/Perma-Fix) as a SB team member for waste support services, solid waste disposal support, planning integration, T-Plant facility management support, and Central Waste Complex support; b) ARES Corporation (ARES) for general engineering, managed task design support, nuclear/criticality and engineering expertise

¹ As of December 14, 2012, Cavanagh Services Group chose to shut down operations and personnel transitioned to CHPRC. As such, only 8 preferred pre-selected SB team members remained after this date.

supporting engineering design and reviews, vendor drawing clarification, criticality analysis, deactivation plans, operational startup, risk assessments, facilities design and upgrades, integrity assessments, D&D support, and nuclear safety support; c) Babcock Services, Inc., (Babcock) for planning/scheduling/estimating/ project controls/work planning/engineering/operations support and field management support; d) GEM Technology International Corp. (GEM Technology) for safeguards, information, and personnel security support, emergency preparedness, and nuclear material control; e) INTERA Inc. (INTERA) for general engineering services and risk management support; f) EnRep, Inc. (EnRep) for training and procedure development, chemical management, general engineering, and environmental regulation compliance support; g) HukariAscendent, Inc. (Ascendent) for general engineering support, nuclear safety, ISMS, and Environment, Safety, Health and Quality (ESH&Q) support; h) Project Services Group (PSG) for planning, scheduling, estimating, project controls, and work planning support; and i) Cavanagh Services Group, Inc. through December 14, 2012, for remediation services, hazardous waste support, transportation support and logistics management, and packaging, transport, and handling of fuels and nuclear materials. During the base period, CHPRC successfully exceeded the contract requirement of greater than 17% of contract price to small business. The actual performance was 28% of base period contract price. In addition, all of the SB goals for the base period of this contract were exceeded with the exception of HUBZone. Details of performance are delineated in Section 11.0 HUBZone.

Option Period Approach

For the option years FY2014-FY2018, significant changes were made to both the CHPRC acquisition strategy and to the calculation used to determine work performed by Subcontracted Small Business.

Highlights of the Option Period Strategy changes from the prior base period for the ~ 535 long term staff augmentation team include:

- Eliminated the concept and use of Preselect contractors.
- Hired long-term staff augmentation personnel previously provided by subcontractors.
- Maintained key Sludge core team.
- Maintained Nuclear Safety team.
- Maintained Risk and Modeling team with INTERA.
- Maintained corporate ICWEA support.

In addition, the option period strategy included:

- Construction Management BOA – Eliminated Fluor Federal Services cost reimbursed construction and awarded a subcontract for miscellaneous construction support services. SB BOA competitions for all remaining construction to the maximum extent possible.

- Established temporary Environment, Safety, Health and Quality/Project Controls/Engineering support Blanket Order Agreements (BOA) for short duration needs less than one year.
- Fixed price construction contracting to maximum extent.

Regarding calculation changes to determine work performed by Subcontracted Small Business, for the periods FY2014-FY2018, Other Hanford Contractors (OHC) procurement volume is no longer included in the procurement volume goals. Instead, the OHC procurement volume is included in the Contract Self-Perform ceiling requirement calculation. The reason for this change is that the OHC volume is predominately directed per the Prime Contract J.3 Table.

The base years FY2009-FY2013 included OHC in the calculation of the subcontracted procurement volume per initial DOE RFP instructions.

Finally, CHPRC is self-performing much of the work that was done through staff augmentation during the base period. This additional self-perform volume remains within the contract requirement to self-perform overall no greater than 65% of contract work.

Overall Ten Years

Key attributes of the CHPRC PRC Ten-Year SB plan include: 1) committing 21.15% (\$1.204 billion) of the Total Contract Price to SBs for the base and option periods combined; 2) objective that all SB goals delineated in this plan for the base and option periods will be met/exceeded (focus topic challenge will be HUBZone); 3) a Mentor-Protégé Agreement was established with PSG to perform planning, scheduling, estimating, project controls, and work planning support to enhance project management capabilities through December 30, 2013. A second Mentor-Protégé Agreement with RC Engineering and Construction Management was established in January of 2014; 4) committing 8.2% of planned subcontracted dollars to the SDB Participation Program for the base and option periods; and 5) a Small Business Subcontracting Plan consistent with FAR 52.219-9, “Small Business Subcontracting Plan,” requirements.

The CHPRC committed small business goals as a percent of planned subcontracting activity for the base contract and option periods combined, are as follows as contrasted with the 2007 original RFP requirements:

Component	2007 RFP Required Percent	CH2M HILL Commitment Percent
Small Business (SB)	41.3	49.3%
Small Disadvantaged Business	6.3	8.2%
Women-Owned SB	5.8	7.5%
HUBZone SB	2.2	2.2%
Veteran-Owned SB	1.3	3.5%
Service-Disabled Veteran-Owned SB	1.3	1.3%

3.0 Master Plan Incorporation

Pursuant to FAR 52.219-9(b) and (f), this Small Business Subcontracting Plan integrates and incorporates the attributes of a required Master Plan submittal defined as containing all the required elements of a subcontract plan.

4.0 Utilization of Small Business Concerns

Pursuant to FAR 19.702, "Statutory Requirements," and FAR 52.219-8, "Utilization of Small Business Concerns," CHPRC is committed to ensure that SB concerns shall have the maximum practicable opportunity to participate in performing PRC subcontracts for subsystems, assemblies, components, and related services as outlined in this plan. CHPRC has established procedures to ensure the timely payment of amounts due pursuant to the terms of subcontracts with SB concerns. CHPRC will carry out this plan in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. CHPRC further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration (SBA) or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause. See the Small Business Outreach and Equitable Opportunity to Compete Section for further discussion.

5.0 Strategy for Small Business Involvement

A management philosophy of CH2M HILL is to be recognized as an industry leader in the incorporation and use of SB to gain overall project efficiency. Through various award-winning and well-recognized small business achievements, CH2M HILL has demonstrated an understanding of the valued aspects of an integral SB involvement strategy. Consistent with the DOE's vision and goals, diversity and commitment to SB subcontracting is a CH2M HILL management operating principle and a key element to our PRC strategy. Through diversity in our SB subcontracting, CH2M HILL provides vital links to the local/regional community, supports strategy for workforce transition, increases flexibility in meeting project goals and cost effectiveness, helps strengthen the local economy, creates new business opportunities, and supports best business practices.

A key element of our SB strategy is the addition of an Acquisition Planning Manager whose focus is to interface with the projects and define subcontract requirements and proactively develop procurement strategies to not only support the requirements and goals outlined in this plan; but also to assure the appropriate contracting strategy is developed to optimize progress as lowest cost and risk to the government.

Another key element of our SB strategy is project management involvement. Each Project Manager/Buyer Technical Representative (BTR) is personally accountable for using SB's within their area of responsibility. This is accomplished by integrating SB goals and targets into project planning and execution. Project Managers/BTRs are responsible for the successful execution of SB contracts and providing technical oversight and appropriate assistance, as required, ensuring

a successful contractual relationship with our SB subcontractors. The goals depicted in this subcontracting plan have been developed with the Project Manager and Procurement, and is supported by our estimating process.

The CHPRC strategic approach for affording SB maximum practical opportunity (FAR 19.702) to participate in PRC subcontracts within SB demonstrated capabilities is: 1) during base period, establish team member and preferred pre-select small businesses to perform specific PRC scopes of work delineated in Section 2.0; 2) performing thorough evaluations of SB capabilities against subcontracting plans and seek out equitable bidding opportunities to compete meaningful, varied, and complex PRC work scope to achieve small business objectives; and 3) targeted utilization of specific SB set-aside subcontracts for goods and services consistent with FAR 52.219-6, "Notice of Total Small Business Set-aside," such as engineering, design, and remediation services, temporary services, startup and testing, operational readiness, and risk assessments.

6.0 Self Performed Work Requirements

Pursuant to PRC Clause H.20, "Self Performed Work," the percentage of work self-performed during the base period by the large business CHPRC including AREVA and Fluor Federal Services, Inc. as described in FAR 9.6, "Contractor Team Arrangements," was 38% of total Contract Price (Contract requirement no greater than 65%). The remaining contractor team member (East Tennessee Materials & Energy Corporation, Inc., a wholly owned subsidiary of Perma-Fix Environmental Services [M&EC/Perma-Fix]), is a SB member. SB support will be via standard subcontracting arrangements and/or will be performed through competitive procurements to maximum extent possible.

As described in the Executive Summary, changes have been made for the option period which increases the Self-Perform Percentage during the last five years while maintaining the overall 10-year cumulative contract requirement of 65% or less self-performed.

The specific changes during the option period include:

- 1) CHPRC hired long-term staff augmentation personnel previously provided via subcontracting during the base period. This added labor volume has increased the CHPRC overall effort in the option period as a percent of total expenditures.
- 2) OHC volume was included in the Section 11.0 procurement goals in the base period. In the option period, this procurement volume driven by the J.3 Table directed services will be a part of the self-perform ceiling limitation of 65%.

Due to above changes in the acquisition planning for the option period, the FY2014-FY2018 percentage of work planned to be self-performed is estimated at ~68.8%. This includes self-performed work during the option period by the large business CHPRC including AREVA, as well as OHC services mandated by the J.3 Table.

For the overall 10-year cumulative period, CHPRC is forecasting the percentage of work planned to be self-performed at 48.8% (Contract requirement no greater than 65%) of Total Contract Price. In addition, CHPRC is planning 21.15% (\$1.204 billion) to be performed by small business subcontracts exceeding the 17% requirement. See table summary below:

*The \$1,204,750,743 shown on the following table is calculated using actuals for the base period and 49.3 % for the projected option period which would exceed the cumulative SB goals of 49.3%.

Category	Transition	Actual FY2009- FY2013 Base \$	FY2009- 2013 Base %	FY2014- 2018 option \$	FY2014- 2018 Option %	Transition –FY2018 Overall \$	FY2009- FY2018 Overall
Self-Performed	\$ 3,307,735.00	\$1,357,127,448.81	37.51%	\$1,427,687,592.74	68.81%	\$2,748,815,041.55	48.88%
Performed by Subcontracted Small Businesses		\$1,018,665,542.00	28.16%	\$186,085,201.36	8.97%	* \$1,204,750,743.36	21.15%
Total Contract Price	\$ 3,307,735.00	\$3,617,568,793.00		\$2,074,832,810		\$5,696,680,278.00	

7.0 Mentor-Protégé Agreements

Pursuant to PRC Clause H.30, “Mentor-Protégé Program,” and consistent with DEAR Subpart 919.70 - The DOE Mentor-Protégé Program and SBA Mentor-Protégé regulations, CHPRC will maintain a mentor-protégé (MP) agreement throughout the contract. In the base period, a MP agreement was established with PSG (DUNS 146380576) to perform planning, scheduling, estimating, project controls, and work planning support as a designated small disadvantaged, 8(a)-certified small business, to enhance its business abilities in the area of project management. PSG successfully graduated from the program in December 2013.

CHPRC entered into a new MP agreement with RC Engineering and Construction Management (RCECM) in January of 2014. This agreement is for a minimum of two years with the option to extend up to five years. RCECM provides project controls, engineering and support services as well as temporary services. They are a designated small disadvantaged, 8(a)-certified small, women-owned business.

8.0 Methods Used to Develop Small Business Goals

Pursuant to FAR 52.219-9 (d) (4), “SB Subcontracting Plan,” the method used to establish the subcontracting goals commences with CHPRC reviewing the detailed work scope requirements of the PRC and developing a detailed technical cost, and schedule baseline forecast for the PRC base and option periods. The technical/cost baseline includes forecasted subcontracting activities for the PRC scope. Subcontracted baseline activities are then reviewed for potential small business opportunities. The planning outcome of this methodology is quantified in the Goals – Percentages and Dollars, Small Disadvantaged Business Program Targets, and Rationale for Small Business Forecast sections of this Plan. CHPRC believes the goals outlined in this Plan are both realistic and attainable.

9.0 Methods Used to Identify Sources for Solicitation

CH2M HILL has won national recognition for its Small Business Program as delineated in the Strategy for Small Business Involvement Section of this Plan. As described in this Plan, and pursuant to FAR 52.219-9 (d) (5), CHPRC employs a Small Business Advocate who actively manages the program and assists employees in developing new sources of suppliers. Below are some of the key methods and resources we will use:

- Existing CHPRC subcontractor source lists
- Existing relationships with local firms
- CHPRC and DOE-sponsored trade fairs and conferences designed to attract additional small businesses
- Relationships with the local SBA office and business development offices, resulting in the identification of the best local sources available
- Local Chambers of Commerce
- Procurement Technical Assistance Center (PTAC)
- System for Award Management (SAM)
- Asset Suite Vendor Database
- National Contract Management Association (NCMA)
- Institute for Supply Management (ISM)
- Posting of solicitations on the internet
- VetBiz.gov

10.0 Potential Subcontracting Opportunities for Small Business

Pursuant to FAR 52.219-9 (d) (3), the below table identifies a general description of the principal types of supplies and services that could be subcontracted, and an identification of the SBs that may be considered for subcontracting opportunities. These opportunities supplement other planned SB activities noted throughout this Plan. The categories are for general work groupings only.

Subcontracting Items	Large Business	Small Business	SDB	WOSB	HUB Zone	Veteran	Dis. Vet
Office Supplies		X	X	X	X	X	X
Technical Services	X	X	X	X	X	X	X
Surv. & Maint.		X	X	X		X	
Construct Services	X	X	X	X			X
Temp. Empl. Svcs.		X	X	X	X	X	X
A/E Services	X	X				X	
Safety Equipment		X	X	X		X	X
Engineer Services		X	X	X	X	X	X
Materials	X	X	X	X	X	X	X
Planning/Scheduling		X	X	X		X	
Safeguards & Secur.		X	X	X			
Remediation Service		X	X	X	X	X	X

11.0 Goals – Percentages and Dollars Associated with Procurement Volume

Pursuant to FAR 52.219-9 (d) (1) and (2), CHPRC is committed to provide all materials, services, and supplies necessary to perform the statement of work as a prime contractor to the U.S. Department of Energy, Richland Operations Office (RL). The following outlines the CHPRC FY2009-FY2013 base and FY2014-FY2018 option period SB procurement volume forecast expressed as total SB dollars planned to be subcontracted and percentage goals expressed in terms of percentages of total planned subcontracting dollars.

CHPRC met all small business requirements and goals through the FY2009-FY2013 base period with exception of the HUBZone performance. The values depicted for this period represent actual award/modifications progress. Two significant changes were made to CHPRC acquisition strategy for the option period FY2014-FY2018.

- RL directed OHC support has moved from large business subcontracting percentages to self-perform percentages.
- Long-term staff augmentation subcontracts have moved from small business subcontracted to self-perform.

These two changes greatly reduced the forecasted procurement volume for the option period as contrasted to the base period as the majority of the prior ~535 long-term staff augmentation personnel were hired for the option period, and the OHC large business volume has been removed from the option period. The overall volume is also down significantly in the last five years driven by ARRA funding of \$1.3B during the base period.

The following chart shows cumulative socioeconomic statistical data for the period FY2009-FY2014.

*The \$1,202,827,946 shown in the following two tables depicts the minimum projected SB award goal of 49.3 % applied to the entire contract period.

CHPRC FY2014 Socioeconomic Stat Data

Data from PRC start 10/1/2008 through 9/30/2014

Contract-to-Date Actual Awards & Mods 10/1/2008 -9/30/2014				Projection to FY2018	
Reporting Category				Planned Subcontracting:	\$2,439,813,277
				Contract-to-date awards:	\$2,147,169,174
				Bal remaining to award:	\$292,644,103
	\$ Value	%	Goal %	Goal award\$	Bal to Goal
SB	\$1,077,630,951	50.19%	49.3%	* \$1,202,827,946	\$125,196,995
SDB	\$185,578,913	8.64%	8.2%	\$200,064,689	\$14,485,776
SWOB	\$211,652,692	9.86%	7.5%	\$182,985,996	-\$28,666,696
HUB	\$35,666,823	1.66%	2.2%	\$53,675,892	\$18,009,070
VOSB	\$125,382,703	5.84%	3.5%	\$85,393,465	-\$39,989,238
SDVO	\$60,906,401	2.84%	1.3%	\$31,717,573	-\$29,188,828
NAB	\$31,077,392	1.45%	N/A		
Large	\$580,734,558	27.05%	N/A	PRC clause H.20 small business requirement ≥ 17% of total Contract Price performed by SB.	
GOVT	\$2,170,959	0.10%	N/A		
GOVT CONT	\$482,866,522	22.49%	N/A		
EDUCATION	\$94,724	0.00%	N/A	Total Contract (mod 371):	\$5,696,680,278
NONPROFIT_	\$3,423,332	0.16%	N/A	17% rqmt:	\$968,435,647
FOREIGN	\$248,129	0.01%	N/A	SB actual:	\$1,077,630,951
Total	\$2,147,169,174	100.00%	N/A	Bal to rqmt	-\$109,195,303

The following chart depicts the FY2009-FY2014 contract period actual performance and the remaining planned option period FY2015-FY2018 subcontracting, resulting in a CHPRC commitment to meet/exceed all small business goals. This option period plan is aligned with the FY2014 Estimate-to-Complete submittal to RL. The total contract value represented in the Plan reflects the total contract value as of Modification 371.

		Contracts + Pos + Pcard - 10/1/2008-9/30/2018			
		Reporting Category			
					Goal
FY2009-2014	FY2015-2018		\$	%	%
\$ 1,077,630,951	\$ 125,196,995	SB	\$ 1,202,827,946 *	49.30%	49.3
\$ 185,578,913	\$ 14,485,776	SDB	\$ 200,064,689	8.20%	8.2
\$ 211,652,692		SWOB	\$ 211,652,692	8.67%	7.5
\$ 35,666,823	\$ 18,009,070	HUB	\$ 53,675,893	2.20%	2.2
\$ 125,382,703		VOSB	\$ 125,382,703	5.14%	3.5
\$ 60,906,401		SDVO	\$ 60,906,401	2.50%	1.3
\$ 31,077,392		NAB	\$ 31,077,392	1.27%	NA
\$ 580,734,558	\$ 167,447,108	LARGE	\$ 748,181,666	30.67%	NA
2,170,959	\$ -	GOVT	\$ 2,170,959	0.09%	NA
\$ 482,866,522	\$ -	GOVT CONT	\$ 482,866,522	19.79%	NA
\$ 94,724	\$ -	EDUC	\$ 94,724	0.00%	NA
\$ 3,423,332	\$ -	NONPROFIT	\$ 3,423,332	0.14%	NA
\$ 248,129	\$ -	FOREIGN	\$ 248,129	0.01%	NA
\$ 2,147,169,174	\$ 292,644,103	TOTAL	\$ 2,439,813,277	100	NA

Highlights:

- a) Based on prior discussion of changes, during the option period total procurement volume forecast to reduce from \$2.062B during the base period to \$377M (See Base Period and Option Period discussions below for clarification) during the option period.
- b) Sufficient small business volume has been awarded during the base period to cover WOSB, VOSB, and SDVO categories during the option period without need to award any contracts to these categories during the option period. The 10-year cumulative goals will be met with no further awards.
- c) The two sub-goals requiring significant SB award volume in option period are SDB and HUBZone. Concentrated effort will be made to identify and award to capable SDB and HUBZone companies.
- d) Small Disadvantaged Businesses (SDB)

To support the SDB goal during the option period, CHPRC has identified use of SDB companies to support scope execution. This includes companies such as Total Site Services, North Wind, MH Chew, Benegas Engineering, and Ojeda Business Ventures who provide engineering, environmental remediation and nuclear safety support. RC Engineering and Construction Services, as CHPRC's protégé, provides project controls, engineering and support services as well as temporary services. In addition, Ojeda provides construction and warehousing support; Indian Eyes provides rental equipment

and miscellaneous project support; and Pacific Supply and Safety provides materials/consumables.

Base Period FY2009-FY2013 (Actual)

Small Business Category	Actual Dollars Subcontracted	CHPRC SB Goal commitment	Percentage of total amount subcontracted
Total Subcontracted	\$2,062,328,719.00		
Total SB concerns	\$1,018,665,542.00	49.30%	49.39%
Total SDB concerns	\$176,273,701.00	8.20%	8.55%
Total WOSB concerns	\$198,356,469.00	7.50%	9.62%
Total HUBZone concerns	\$52,248,495.00	2.20%	2.53%
Total VOSB concerns	\$119,268,158.00	4.00%	5.78%
Total SDVO concerns	\$56,457,393.00	1.30%	2.74%

The table below shows the minimum dollars planned in the option period to meet the CHPRC 10-year SB goal commitment. The total dollars planned are for the option period. The percentages are expressed in terms of the 10-year goal.

Option Period FY2014-FY2018 (Planned)

Small Business Category	Planned Dollars Subcontracted	CHPRC 10-Year SB Commitment
Total Amount of Planned Subcontracting FY2014-FY2018	\$377,454,769.	
Total planned to be subcontracted to SB concerns	\$186,085,201.36	49.30%
Total planned to be subcontracted to SDB concerns	\$14,485,776.00	8.20%
Total planned to be subcontracted to WOSB concerns	\$0.00	7.50%
Total planned to be subcontracted to HUBZone concerns	\$18,009,069.00	2.20%
Total planned to be subcontracted to VOSB concerns	\$0.00	3.50%
Total planned to be subcontracted to SDVO concerns	\$0.00	1.30%

12.0 Small Disadvantaged Businesses Participation Program Targets

Pursuant to FAR 52.219-24, “Small Disadvantaged Business Participation Program - Targets,” and FAR 52.219-25, “Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting,” below is the CHPRC planned written Small Disadvantaged Business Participation Program Targets for the base and option period. The planned SDB goals are consistent with the North American Industry Classification System (NAICS) subsectors as determined by the U.S. Department of Commerce. The SDB targets will become part of the Contract under Section J.7 - Small Disadvantaged Business Participation Program Targets.

- (a) OFFEROR - CH2M HILL Plateau Remediation Company - Prime: AREVA Federal Services, LLC; Fluor Federal Services, Inc. (base period only); East Tennessee Materials & Energy Corporation, Inc. (base period only), a wholly owned subsidiary of Perma-Fix Environmental Services (M&EC/Perma-Fix) as a small business team member. No member of the Offeror's team is a small disadvantaged business, therefore, below table is left blank.

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
N/A	Subtotal	N/A	N/A

- (b) Subcontractors

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
238	Specialty trades	\$11,650,492.00	0.21%
236	Construction of Buildings	\$45,930,000.00	0.81%
484	Truck Transportation	\$ 1,300,000.00	0.02%
541	Professional, Scientific and Professional Services	\$28,852,000.00	0.51%
562	Waste Mgt and Remediation(562910) Remediation Services	\$56,571,197.00	1.00%
321	Wood Product Manufacturing (321991 Mobile Home Mfg)	\$ 8,000,000.00	0.14%
531	Real Estate (531190 Lessors of Other Real Estate Property)	\$ 3,300,000.00	0.06%
532	Rental and Leasing Services	\$39,341,000.00	0.69%
423	Merchant, Wholesalers, Durable Goods	\$ 3,870,000.00	0.07%
561	Temporary Services	\$1,250,000.00	0.02%
	Subtotal	\$200,064,689.00	

- (c) Total (A+B)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
238	Specialty trades	\$11,650,492.00	0.21%
236	Construction of Buildings	\$45,930,000.00	0.81%
484	Truck Transportation	\$ 1,300,000.00	0.02%
541	Professional, Scientific and Professional Services	\$28,852,000.00	0.51%
562	Waste Mgt and Remediation(562910) Remediation Services	\$56,571,197.00	1.00%
321	Wood Product Manufacturing (321991 Mobile Home Mfg)	\$ 8,000,000.00	0.14%
531	Real Estate (531190 Lessors of Other Real Estate Property)	\$ 3,300,000.00	0.06%
532	Rental and Leasing Services	\$39,341,000.00	0.69%
423	Merchant, Wholesalers, Durable Goods	\$ 3,870,000.00	0.07%
561	Temporary Services	\$1,250,000.00	0.02%
	Subtotal	\$200,064,689.00	

* All percentages shown as a percent of the Total Contract Price of \$5,696,680,278. The \$200,064,689 planned for SDB Businesses equates to more than 8.2% of planned subcontracted volume as depicted in Sections 2.0 and 11.0 of this Plan.

13.0 Rationale for Small Business Forecast

The goals represent CHPRC procurement strategies and recognition of small business opportunities focused in the Pacific Northwest, while considering year-to-year procurement dynamics. The overall CHPRC procurement strategy is delineated in the Strategy for Small Business Involvement section of this Plan.

As recognized in FAR 19.705-4, “Reviewing the Subcontracting Plans,” each plan is evaluated based on similar acquisitions, proven methods of involving small business concerns, and relative success of methods. CHPRC believes the base and option years committed goals represent a challenging yet successfully achievable plan, given the work scope delineated in the RFP. This Plan strikes an optimum balance of self-perform versus subcontracted work expertise to exceed the PRC RFP requirements.

As CHPRC executes this PRC mission, the focus is representative of an environment of continued safe base operations, utilizing directed Hanford Prime contractors (MSA, Pacific Northwest National Laboratory, Washington River Protection Solutions,) who are historically large businesses, identifying qualified businesses to execute planned construction activities, and maximizing use of small businesses to successfully execute PRC mission objectives.

Subcontracts will be awarded after detailed scopes are developed and when the actual need arises. Prior to actual solicitations each respective “bid list” will include SB/SDBs as applicable. CHPRC has successfully met the SB goals for the base period FY2009-FY2013 with exception of prior discussed HUBZone, and will continue to subcontract work to the small business resources that CHPRC has developed working relationships with. CHPRC will make a concentrated effort to find additional HUBZone and SDB SBs to perform work in the option period FY2015-FY2018 to meet the targeted successful path in each small business sub-goal delineated in Section 11.0.

Highlights of targeted small businesses which have the capabilities to perform meaningful work in executing the PRC mission include:

Women-Owned Businesses

As delineated in this Plan, during the base period CHPRC utilized preferred women-owned small businesses to support scope execution. This included a) GEM Technology International for safeguards, information, and personnel security support, emergency preparedness, and nuclear material control; b) ENREP Inc. for training and procedure development and environmental regulation compliance support; and c) Cavanagh Services Group Inc.¹ for remediation services, hazardous waste support, transportation support and logistics management, and packaging, transport, and handling of fuels and nuclear material. In addition, CHPRC utilized other women-owned businesses including Total Site Services for mobile office support; Indian Eyes for equipment rental and miscellaneous project support; Blue Star Enterprise for drilling services; Peter and Keatts, Pacific Supply and Safety, Powers Equipment, J&D Sales, Tools 4 U Inc., EMI Filtration Products and Powers Equipment for equipment purchases; Monarch Water Systems for

potable water systems; HiLine Engineering, YASHGS, and North Wind, who could provide engineering, environmental remediation and nuclear safety, safety and health, operational readiness and facilities support.

During the option period no further awards are required to support the 10-year cumulative goal. However, CHPRC will continue to utilize a number of the above suppliers.

HUBZone Small Businesses

Several local companies previously identified as HUBZone suppliers during the base period lost the HUBZone status due to information published in the 2010 Census. CHPRC continues to actively search for suppliers of needed services that are HUBZone. Real Centric Solutions provides construction services and Terragraphics Environmental Engineering Inc. provides geological and hydrogeological support services. Both of these companies are HUBZone companies that have recently provided reliable services to CHPRC and we anticipate using them in the future. Tri-City Industrial provides safety equipment and supplies, and Acquisition Business Consultants, Inc. provides temporary services. Other companies identified at the National HUBZone conference will be considered and included in appropriate solicitations.

Veteran-Owned Small Businesses

As delineated in this Plan, during the base period CHPRC identified preferred pre-select veteran-owned small businesses (VOSB) to support scope execution. This included a) ARES for general engineering, managed task design support, nuclear/criticality and engineering expertise supporting engineering design and reviews, vendor drawing clarification, criticality analysis, deactivation plans, operational startup, risk assessments, facilities design and upgrades, integrity assessments, D&D support, and nuclear safety support, and b) HukariAscendent, Inc. for general engineering support, nuclear safety, ISMS, and ESH&Q support. In addition, CHPRC identified/ utilized other VOSB possibilities including Tradewind Services, Energx, BNL Technical Services, Interim Tech Solutions, TC Program Solutions, Weirich Consulting, and Patriot Technical Consulting who could provide engineering, remediation, hazardous waste, facility, administration, consulting, and environmental support; B&K Supply, Diamond M, Horizon Distribution, and LANCS Industries for supplies; Clauss Construction for explosive demolition; and Directed Technologies Drilling Inc. for drilling services.

During the option period no further awards are required to support the 10-year cumulative goal. However, CHPRC will continue to utilize a number of the above suppliers.

Service-Disabled Veteran-Owned Small Businesses

During the base period CHPRC targeted SDVO small businesses in the execution of the PRC mission. SDVO businesses included Tradewind Services, Energx, BNL Technical Services, Weirich Consulting, and Operations Maintenance Excellence to provide engineering, remediation services, facilities support, environmental support, and consulting. Additional SDVOs include B&K Supply, Performance Pump, and Diamond M for supplies; and Clauss Construction for explosive demolition.

During the option period no further awards are required to support the 10-year cumulative goal. However, CHPRC will continue to utilize a number of the above suppliers.

Small Disadvantaged Businesses (SDB)

See Section 11.0.

Small Businesses

During the base period, CHPRC contracted with nine preferred pre-select team members and small businesses to support scope execution as delineated in Section 2.0. In addition, CHPRC utilized other small business including Watts Construction, Federal Engineers and Constructors (FEC), and Grant Construction, for construction support, sludge annex, soil remediation, structures demolition and dismantlement; E2 Consulting, BNL Technical Services, Freestone Environmental, Dade Moeller, ANTECH Corporation, North Wind, Meier, Mid-Columbia Engineering, Lucas Engineering, Vista Engineering, and G-Force Engineering to support engineering, remediation, facility administration, and environmental support; Blue Star, Stillwater, and Cascade Enterprises for well drilling support; Total Site Services and Pacific Mobile Structures for mobile office support; AVANTECH, Envirogen Technologies, Peters and Keatts, Rowand Machinery, Monarch Water Systems, Western Peterbilt, EMI Filtration, XRON Associates, and Powers Equipment as equipment/material suppliers. CHPRC stands committed to meet/exceed the committed goals.

14.0 Small Business Outreach and Equitable Opportunity to Compete

Pursuant to FAR 52.219-9 (d) (8), efforts that are being conducted to assure that SB concerns have an equitable opportunity to compete for subcontracts include:

- A. Outreach efforts to obtain sources:
 - (1) Contacting SB, SDB, WOSB, VOSB, SDVO, and HUBZone associations. (Buyers are encouraged to use directories and databases of federal, state, local, and private organizations to reach small businesses.)
 - (2) Contacting federal, state, local, and private SB development organizations.
 - (3) Attending and participating in procurement conferences, trade fairs, etc.
 - (4) Obtaining sources from the SAM and VetBiz.gov.
 - (5) Using the Internet to attract new sources.
 - (6) Compiling solicitations to facilitate SB participation in subcontracting opportunities. Ensure SB concerns have an equitable opportunity to compete for subcontracts.
 - (7) Participate in Hanford Small Business Council activities.
- B. Internal efforts to guide and encourage purchasing personnel:

- (1) Establishing, maintaining, and using SB source lists, guides, and other data for soliciting sources for subcontracts.
- (2) Providing communication, updates and training at bi-weekly Procurement staff meetings.
- (3) Maintaining a list of outreach activities attended

C. Outreach Events

- (1) Develop an annual list of outreach events and activities to attend and participate in.
- (2) Participate, or ensure participation of company representatives in SB, SDB, WOSB, HUBZone, VOSB, and SDVO concerns trade associations, seminars, business opportunity workshops, and outreach programs.
- (3) Strengthen relationships with SB and procurement trade associations and local/regional business development organizations including Tri-City Industrial Development Council.
- (4) Participate in the CHPRC Vendor Forums to showcase the PRC project and establish the foundation for a network of economic opportunity for small businesses.
- (5) Acquisition planning to include SB subcontracting opportunities.
- (6) Maintain an effective outreach program by sponsoring and attending regional and national procurement conferences and trade fairs to locate additional qualified SBs. Increase community awareness through participation in and attendance at community organization meetings (i.e., Chambers of Commerce, vendor forums and symposiums, etc.).
- (7) Interact with other CHPRC contractors, RL, and the Hanford Small Business Council. After meeting with vendors interested in subcontracting opportunities, forward vendor profiles to technical staff and procurement staff.
- (8) Meet one-on-one with vendors. Communicate information to procurement staff and management in the field related to the vendor's area of expertise.
- (9) Prepare and submit semi-annual Electronic Subcontracting Reporting System (eSRS) reports as required by FAR 52.219-9 on direct procurements to the RL Contracting Officer.
- (10) Attending or arranging for the attendance of company representatives at SB workshops, seminars, procurement fairs, trade fairs, and conferences.
- (11) Conducting or arranging for training of purchasing personnel regarding implementation of the SB subcontracting program.
- (12) Coordinating actions to participate in DOE's Mentor-Protégé Program.

D. Utilization of External SB Advocates to Conduct the SB Subcontracting Program. Work with:

- (1) SBA Procurement Center Representative.
- (2) SB Development Centers and Minority Business Development Centers.
- (3) Minority Supplier Development Councils.
- (4) Other SB organizations.

15.0 Indirect Costs

Pursuant to FAR 52.219-9 (d) (6), indirect costs are not included in the goals under this subcontracting plan because the baseline by Work Breakdown Structure is estimated as direct costs with no indirect cost rates or allocations.

16.0 Federal Flowdown Commitment

Pursuant to FAR 52.219-9 (d) (9), "Utilization of Small Business Concerns," CHPRC will include this flowdown requirement in all subcontracts that offer further subcontracting opportunities. CHPRC will require all subcontractors (except SB concerns) that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) to adopt a plan similar to the plan that complies with the requirements of this clause.

Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and ensuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential SB, SDB, WOSB, HUBZone, VOSB, SDVO small businesses, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.

17.0 Use of Mandatory Sources of Supply or Services

Pursuant to FAR 52.208-9, certain supplies or services are required to be obtained from nonprofit agencies operated by the Committee for Purchase From People Who Are Blind or Severely Disabled under the Javits-Wagner-O'Day Act (JWOD), from the Defense Logistics Agency (DLA), General Services Administration (GSA), or the Department of Veterans Affairs (VA).

18.0 Price Evaluation Preference for HUBZone

Pursuant to FAR 52.219-4, "Notice of Price Evaluation Preference for HUBZone Small Business Concerns," CHPRC will provide an evaluation preference for a HUBZone proposal by adding a factor of 10% to the price of all offers, except offers from HUBZone concerns that have not waived the evaluation preference; or are otherwise successful offers from SB concerns.

19.0 Government Supply Sources

Pursuant to FAR 52.251-1, "Government Supply Sources," CHPRC has received from the RL Contracting Officer an authorization to use Government supply sources (e.g., GSA) in the performance of this contract. It is recognized that title to all property acquired by CHPRC under such an authorization shall vest in the Government unless otherwise specified in the contract, or is consistent with the provisions of the FAR clause entitled "Government Property," except its paragraphs (a) and (b), for all property acquired under such authorization.

20.0 Utilization of Environmentally Preferred Purchasing for Desktop or Laptop Computers or Monitors

Pursuant to PRC Clause H.43, when CHPRC purchases desktop or laptop computers or monitors for this contract, CHPRC will specify or deliver Electronic Product Environmental Acquisition Tool (EPEAT) registered products conforming to the IEEE (Institute of Electrical and Electronics Engineers, Inc.) 1680-2006 Standard, provided such products are available, are life-cycle cost efficient, and meet applicable performance requirements of EPEAT-registered computer products.

21.0 Reporting

Pursuant to PRC Clause H.40, "Electronic Subcontracting Reporting System (eSRS)," and FAR 52.219-9 (d) (10), and FAR 52.219.9 (j), CHPRC will:

- (i) Cooperate in any studies or surveys or submission of reports as may be required by the DOE or the SBA.
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by CHPRC with this subcontracting plan. CHPRC will report formal actual performance toward SB goals to RL, on an annual basis via the Balanced Scorecard process. In the interim, Project Controls Monthly Reports will include small business performance. CHPRC will measure awards to SBs based on the total value of subcontracts and purchase orders placed during each fiscal year. In addition, from a SB reporting perspective, CHPRC will require each prospective subcontractor to submit a Representations and Certifications form denoting their business size, classification, and status (SB, SDB, WOSB, HUBZone, VOSB, SDVO), which will be validated per the SAM database. Each CHPRC subcontract award includes a vendor code. Monthly SB statistics will be generated based on information contained within those codes.
- (iii) Report SB socioeconomic achievement data via the eSRS system, on a semi-annual basis, as required.
- (iv) Ensure that the large business subcontractors agree to submit semi-annual reports to the eSRS system as required.

22.0 Records Management

Pursuant to FAR 52.219-9 (d) (11), the types of records that will be maintained to demonstrate the procedures adopted ensure compliance with the requirements and goals of this Subcontracting Plan include:

- (i) Source lists (e.g., Vendor Registration or SAM), guides, and other data that identify SB, SDB, WOSB, HUBZone, VOSB, and SDVO concerns.
- (ii) Organizations contacted in an attempt to locate sources that are SB, SDB, WOSB, HUBZone, VOSB, and SDVO concerns.
- (iii) Records held by procurement staff on competitive subcontract solicitations resulting in an award of more than \$150,000 indicating:
 - Whether SB, SDB, WOSB, HUBZone, VOSB, and SDVO concerns were solicited and,
 - If applicable, the reason award was not made to a SB concern. (if not, why not).
- (iv) Records of any outreach efforts to contact:
 - Trade associations.
 - Business development organizations.
 - Conferences and trade fairs to locate SB, SDB, WOSB, HUBZone, VOSB, and SDVO concerns.
 - Veterans service organizations.
 - Records of internal guidance and encouragement provided to buyers through workshops, seminars, training, etc.; and monitoring performance to evaluate compliance with the program's requirements.
- (v) On a contract-by-contract basis, records to support award data submitted by CHPRC to the government, including the name, address, and business size of each subcontractor.

23.0 Liquidated Damages – Subcontracting Plan

Pursuant to FAR 52.219-9 (i), FAR 52.219-16, and PRC Clause B.10, "Small Business Subcontracting Fee Reduction," CHPRC recognizes that not making a good faith effort to meet subcontracting goals committed in this subcontracting plan, may invoke Clause B.10.

24.0 Plan Implementation

Pursuant to FAR 52.219-9 (e), CHPRC will perform the following functions to implement this plan effectively to the extent consistent with efficient cost-reasonable performance:

- (i) Assist SB concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. CHPRC will make reasonable efforts to give as many SB concerns as possible an opportunity to compete over a period of time.

- (ii) Provide adequate and timely consideration for use of SB concerns when deciding if CHPRC should perform the work or procure it from another source.
- (iii) Contact, counsel, and discuss subcontracting opportunities with representatives of small business concerns.
- (iv) CHPRC will require and rely upon the subcontractor's business size representations and certification (FAR 52.204-8) for SB, SDB, WOSB, HUBZone, VOSB, and SDVO concerns. HUBZone and 8(a) status will be verified by receipt of a SBA certification document or by accessing the list of certified HUBZone and 8(a) maintained by the SBA in the Dynamic Small Business Search or SAM database (FAR 52.204-7). Notice will be provided to subcontractors concerning penalties and remedies for misrepresentation of business status.

25.0 Administrator of Subcontracting Plan

Pursuant to FAR 52.219-9 (d) (7), the following individual has been named to administer this Subcontracting Plan:

Name: Janice Bartram
Title: Small Business Advocate
Address: 2420 Stevens Center Place
Richland, WA 99354
Telephone: 509.376.2553

Additionally, the Small Business Advocate's specific duties as they relate to the CHPRC Small Business Subcontracting Plan are as follows:

- A. Monitor subcontracting goal progress on a monthly basis and provide monthly assessment reports to the CHPRC procurement staff and quarterly to the RL Contracting Officer.
- B. Provide adequate and timely consideration of the potentialities of SB, SDB, WOSB, HUBZone, VOSB, and SDVO concerns when working with CHPRC field personnel in determining "make-or-buy" decisions.
- C. Ensure, in CHPRC acquisition of goods and services, that SB, SDB, WOSB, HUBZone, VOSB, and SDVO concerns are provided the maximum opportunity practicable to compete for subcontracted work and purchased materials within the framework of the CHPRC contract.
- D. Maintain an effective outreach program by sponsoring and attending regional and national procurement conferences and trade fairs to locate additional qualified SBs. Increase community awareness through participation in and attendance at community organization meetings (i.e., Chambers' of Commerce, vendor forums and symposiums, etc.) and direct SB solicitations. Ensure vendor accessibility to future subcontracting opportunities by monitoring and updating the external CHPRC procurement website.
- E. Interact with other CHPRC contractors, RL, and the Hanford Small Business Council. After meeting with vendors interested in subcontracting opportunities, forward vendor profiles to technical staff and procurement staff.

- F. Meet one-on-one with vendors. Communicate information to procurement staff and management in the field related to the vendor's area of expertise.
- G. Ensure the establishment and maintenance of records of the total dollar value of awards to SB, SDB, WOSB, HUBZone, VOSB, and SDVO concerns.
- H. Prepare and submit semi-annual eSRS reports as required by FAR 52.219-9 on direct procurements to the RL Contracting Officer.
- I. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB concerns, SDB concerns, WOSB concerns, VOSB concerns, SDVO small business concerns, and HUBZone concerns.
- J. Ensuring the integrity of supplier information in the Hanford Vendor Registration or SAM through a series of controls that include a review of Representations and Certifications of new suppliers. Ensure that supplier NAICS codes and socioeconomic classifications are included in supplier descriptions.
- K. Monitor procurement performance, including credit card purchases to ensure that Contract Specialists and credit card users are encouraged to support small business programs. This includes providing small business source lists and new small business contacts.
- L. Monitoring the compliance of subcontractors responsible for subcontracting plan requirements under "flow down" provisions.
- M. Attending or arranging for the attendance of company counselors at SB workshops, seminars, procurement fairs, trade fairs, and conferences.
- N. Conducting or arranging for training of purchasing personnel regarding implementation of the SB subcontracting program.
- O. Ensuring that SBs are made aware of the Credit Card Program and how to participate in it.
- P. Coordinating the facility's activities during the conduct of compliance reviews by Federal agencies.
- Q. Coordinating actions to participate in DOE's Mentor-Protégé Program.

26.0 Approvals

THIS SMALL BUSINESS SUBCONTRACTING PLAN IS SUBMITTED BY:

Signature:

Typed Name: John A. Ciucci

Title: President and Chief Executive Officer

Date: December 30, 2014

TYPE OF COST	CLARIFICATION
	<p>Business Cards : Allowable, limited to supervisors and above, except for Procurement personnel having routine contact with offsite vendors and Human Resources/Communications personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities.</p> <p>Community Service Activities: In accordance with paragraph (e)(2), costs of participation in company sponsored community service activities (e.g., Blood Bank Drives, Charity Drives, Salvation Army Adopt-A-Family, Savings Bond Drives, etc.) are allowable. The anticipated costs are limited to participation and use of government equipment on a non-interfering basis.</p>
<p>FAR Subpart 31.205-6, Compensation for personal services</p>	<p>Beryllium Testing/Travel and Assistance: Costs associated with testing expenses, such as travel for both the individual being tested and the individual required to provide travel assistance, will be allowable to the extent the costs are in accordance with approved Travel Policies and Federal Travel Regulations (FTR).</p> <p>Executive Incentive Compensation: Per CHPRC Letter 0800023, incentive compensation for executives will not be submitted to the government for reimbursement under the contract.</p> <p>Hiring/Signing Bonuses: Beginning in the Base Period, hiring/Signing <u>and retention</u> bonuses, not to exceed \$200,000 total payments in any government fiscal year beginning 10/1, associated with recruiting management and certain technical personnel are allowable.</p> <p>Annual Safety Recognition Budget: \$35 per person (includes staff-augmentation subcontractor employees that are part of the contractor's integrated project team) contract allowable budget to recognize and foster a safety culture. This amount is in addition to cost identified in Employee Morale Funds identified below. Within funds budgeted for this purpose, the contractor may pay reasonable gratuities (tips) to service providers according to local custom.</p>
<p>FAR Subpart 31.205-13, Employee morale, health, welfare, food service, and dormitory costs and credits</p>	<p>Annual Employee Morale Fund: Costs incurred for such program will be allowable in an amount not to exceed fifty dollars (\$50.00) per employee per year (includes staff-augmentation subcontractor employees that are part of the contractor's integrated project team). Within funds budgeted for this purpose, the contractor may pay reasonable gratuities (tips) to service providers according to local custom.</p>

TYPE OF COST	CLARIFICATION
<p>FAR Subpart 31.205-46, Travel costs</p>	<p>Extended Personnel Assignments:</p> <ul style="list-style-type: none"> • After 30 days, DOE’s reimbursement of lodging/other subsidies will be limited by, and consistent with, the Federal Travel Regulations, DOE’s Travel manual DOE M 552.1-1A (or current version), and any DOE or NNSA supplementary policies. Lodging will be limited to actual expenses, and together with other subsidies, the total will be limited to 55% of the Federal per diem rate; and • DOE will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for contractor employees on domestic extended personnel assignments after 3 years.
<p><u>31 U.S.C. 1344, FAR 31.205-6(m)(2) and FAR 31.205-46(d), Use of Government or Contractor-Leased Vehicles for Transportation Offsite</u></p>	<p><u>1. Transportation for Routine, Unplanned Overtime</u> <u>A government or contractor-leased vehicle (including taxis) may be provided to transport employees to government approved/designated locations when the impacted employee is held over for routine, unplanned overtime not related to an emergency/safety-related situation. The cost of the vehicle use and the associated driver time to the approved location is allowable cost.</u></p> <p><u>Government-approved, designated locations are defined to include the 700 Area and Federal Building, Yakima Barricade, and Route 10 and SR240.</u></p> <p><u>Any cost associated with transporting an employee to a location other than a government-approved location for routine events is unallowable.</u></p> <p><u>2. Transportation for Emergency/Safety-Related Overtime</u> <u>A government or contractor-leased vehicle (including taxis) may be provided to transport an employee to an offsite location (i.e., employee residence) if the employee is held over for unplanned overtime in Emergency/Safety-related situations. The vehicle cost and the associated driver time are allowable cost.</u></p> <p><u>Examples of Emergency/Safety-related situations include, but are not limited to, the following:</u></p> <ul style="list-style-type: none"> • <u>Employee removed from site for investigative reasons.</u> • <u>Employee involved in accident or exposure.</u> • <u>Employee involved in vehicle accident requiring drug testing.</u> • <u>Employee found not fit for duty.</u>

TYPE OF COST	CLARIFICATION
	<ul style="list-style-type: none"><li data-bbox="594 235 1284 264">• <u>Employee removed for safety or security reasons.</u><li data-bbox="594 268 1341 298">• <u>Employee working power outage or water main break.</u>

ATTACHMENT J.8

ADVANCE UNDERSTANDING OF COSTS

In accordance with the Section H Clause entitled, Advance Understanding of Costs, this attachment sets forth the basis for determining the allowability of costs associated with expenditures that have cost implications under the Contract, that are not identified in other documents requiring the review and approval of the contracting officer. Unless a date is provided within an item of cost identified below, all items within this table are considered to be applicable for the three contract periods defined in Clause F.1, Period of Performance.

This Advance Understanding of Costs shall not:

- Make an otherwise unallowable cost allowable,
- Change the Contract Price identified in Table B.4-1, Contract Cost and Contract Fee, or
- Change any Contract Period as defined in Clause F.1, Period of Performance.

Items may be added or modified throughout the period of performance, as necessary, by the Contracting Officer.

TYPE OF COST	CLARIFICATION
DEAR 970.4402-3, Purchasing from contractor-affiliated sources, FAR Subpart 31.205-26, Material Costs	Support to and from Corporate Affiliates: The Contractor may provide intermittent support to and receive intermittent support from corporate affiliates on a full cost recovery basis without fee subject to the conditions specified elsewhere in the contract in clause B.10, Allowability of Subcontractor Fee, and Clause H.39, Parent Organization Support Plan
DOE Order 203.1 - Limited Personal Use of Government Office Equipment Including Information Technology	Non interfering use (i.e., use outside the employees regular schedule) of government property (such as computers, telephones, copiers, fax machines or other office equipment) or commercially leased facilities necessary for use in any allowable activity such as for employees use in performing work related educational activities.
FAR Subpart 31.205-1, Public relations and advertising costs	Stakeholder Information: Media designed for DOE's Plateau Remediation Contract efforts and for performance of contract including implementation of a Community Relations Program and public information releases in accordance with paragraph (e)(2) are allowable costs under this contract.

TYPE OF COST	CLARIFICATION
	<p>Business Cards : Allowable, limited to supervisors and above, except for Procurement personnel having routine contact with offsite vendors and Human Resources/Communications personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities.</p> <p>Community Service Activities: In accordance with paragraph (e)(2), costs of participation in company sponsored community service activities (e.g., Blood Bank Drives, Charity Drives, Salvation Army Adopt-A-Family, Savings Bond Drives, etc.) are allowable. The anticipated costs are limited to participation and use of government equipment on a non-interfering basis.</p>
<p>FAR Subpart 31.205-6, Compensation for personal services</p>	<p>Beryllium Testing/Travel and Assistance: Costs associated with testing expenses, such as travel for both the individual being tested and the individual required to provide travel assistance, will be allowable to the extent the costs are in accordance with approved Travel Policies and Federal Travel Regulations (FTR).</p> <p>Executive Incentive Compensation: Per CHPRC Letter 0800023, incentive compensation for executives will not be submitted to the government for reimbursement under the contract.</p> <p>Hiring/Signing Bonuses: Beginning in the Base Period, hiring/Signing and retention bonuses, not to exceed \$200,000 total payments in any government fiscal year beginning 10/1, associated with recruiting management and certain technical personnel are allowable.</p> <p>Annual Safety Recognition Budget: \$35 per person (includes staff-augmentation subcontractor employees that are part of the contractor's integrated project team) contract allowable budget to recognize and foster a safety culture. This amount is in addition to cost identified in Employee Morale Funds identified below. Within funds budgeted for this purpose, the contractor may pay reasonable gratuities (tips) to service providers according to local custom.</p>
<p>FAR Subpart 31.205-13, Employee morale, health, welfare, food service, and dormitory costs and credits</p>	<p>Annual Employee Morale Fund: Costs incurred for such program will be allowable in an amount not to exceed fifty dollars (\$50.00) per employee per year (includes staff-augmentation subcontractor employees that are part of the contractor's integrated project team). Within funds budgeted for this purpose, the contractor may pay reasonable gratuities (tips) to service providers according to local custom.</p>

TYPE OF COST	CLARIFICATION
FAR Subpart 31.205-19, Insurance and indemnification	Insurance Costs: Insurance as required by contract is allowable. If commercial insurance will be used, Contractor will provide analysis of commercial versus the Department's Retrospective Insurance Program in accordance with DOE Acquisition Guide, Chapter 70.28, Contractor Insurance, by June 30 of each year of contract performance.
FAR Subpart 31.205-26, Material costs	Material Costs associated with worker safety: <ul style="list-style-type: none"> • Winter clothing such as coats, jackets, vests, hoods, sweatshirts, long underwear, stocking caps, bibs, and coveralls; is an allowable expense for field workers. • Bottled water and electrolyte solutions or supplements are allowable expenses for workers performing duties in adverse conditions • Bottled water is an allowable expense wherever potable water is not available • Personnel Protective Equipment (PPE) such as safety shoes including orthotics, safety glasses, gloves, ear protection, etc., as delineated in the Contractors' PPE Procedure is allowable.
	Material Costs associated with aging water systems: Water sediment filter systems are allowable to filter potable water where it is not practicable to replace aging infrastructure.
FAR Subpart 31.205-35, Relocation costs	Relocation Costs: Relocation costs are associated with long term employees and as such, are operational allowable costs.
FAR Subpart 31.205-43, Trade, business, technical and professional activity costs	Conference Costs: Costs for registration (including booth fees) and/or official travel related to hosting and/or attending conferences may be allowable upon approval through the mandatory Conference Management approval process (as amended through Memorandum from Daniel B. Poneman - Updated Guidance on Conference-Related Activities and Spending – dated December 6, 2012.)
FAR Subpart 31.205-46, Travel costs	Temporary Assignment: Cost associated with temporary employees working during the transition period (beginning July 14, 2008, through September 30, 2008) may be covered as temporary duty. The costs associated with an individual returning home every four weeks, is allowable.

TYPE OF COST	CLARIFICATION
<p>FAR Subpart 31.205-46, Travel costs</p>	<p>Extended Personnel Assignments:</p> <ul style="list-style-type: none"> • After 30 days, DOE’s reimbursement of lodging/other subsidies will be limited by, and consistent with, the Federal Travel Regulations, DOE’s Travel manual DOE M 552.1-1A (or current version), and any DOE or NNSA supplementary policies. Lodging will be limited to actual expenses, and together with other subsidies, the total will be limited to 55% of the Federal per diem rate; and • DOE will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for contractor employees on domestic extended personnel assignments after 3 years.
<p>31 U.S.C. 1344, FAR 31.205-6(m)(2) and FAR 31.205-46(d), Use of Government or Contractor-Leased Vehicles for Transportation Offsite</p>	<p>1. <u>Transportation for Routine, Unplanned Overtime</u> A government or contractor-leased vehicle (including taxis) may be provided to transport employees to government approved/designated locations when the impacted employee is held over for routine, unplanned overtime not related to an emergency/safety-related situation. The cost of the vehicle use and the associated driver time to the approved location is allowable cost.</p> <p>Government-approved, designated locations are defined to include the 700 Area and Federal Building, Yakima Barricade, and Route 10 and SR240.</p> <p>Any cost associated with transporting an employee to a location other than a government-approved location for routine events is unallowable.</p> <p>2. <u>Transportation for Emergency/Safety-Related Overtime</u> A government or contractor-leased vehicle (including taxis) may be provided to transport an employee to an offsite location (i.e., employee residence) if the employee is held over for unplanned overtime in Emergency/Safety-related situations. The vehicle cost and the associated driver time are allowable cost.</p> <p>Examples of Emergency/Safety-related situations include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Employee removed from site for investigative reasons. • Employee involved in accident or exposure. • Employee involved in vehicle accident requiring drug testing. • Employee found not fit for duty. • Employee removed for safety or security reasons.

TYPE OF COST	CLARIFICATION
	<ul style="list-style-type: none"><li data-bbox="592 235 1339 266">• Employee working power outage or water main break.