AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.: 0321

3. EFFECTIVE DATE: See Block 16C

4. REQUISITION/PURCHASE REQ. NO.: Not Applicable

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

7. ADMINISTERED BY (If other than Item 6) CODE 00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

MISSION SUPPORT ALLIANCE, LLC
Attn: JENNIFER JAHNER
POST OFFICE BOX 650
RICHLAND WA 993523562

CODE 010605464 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728

10B. DATED (SEE ITEM 13) 04/28/2009

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)
Not Applicable

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: I.103 FAR 52.243-2 'Changes - Cost Reimbursement' Alt (a)(1), and by mutual agreement
	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.)

This modification revises Sections C - STATEMENT OF WORK, H - SPECIAL CONTRACT REQUIREMENTS, I - CONTRACT CLAUSES, J - LIST OF ATTACHMENTS-Table of Contents, J-2 - REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS, and J-11 - CONTRACT DELIVERABLES, to address changes to DOE Order 350.1, DEAR 952.231-71, and other changes, as identified in Attachment 1 - Changes Page.

This action does not result in a change to Contract Cost, Fee, Price, or Obligated Funds.

By signature on this modification, the Contractor agrees to the following Contractor's Statement of Release:
In consideration of this Modification 321, agreed to herein as complete equitable
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print): Jennifer Jahner

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Gigi H. Branch

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

15C. DATE SIGNED 9/30/13

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

16C. DATE SIGNED 9/30/13

NAME OF OFFEROR OR CONTRACTOR
MISSION SUPPORT ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification. Attachments: Attachment 1 - Changes Page Attachment 2 - Conformed copy of Section C Attachment 3 - Conformed copy of Section H Attachment 4 - Conformed copy of Section I Attachment 5 - Conformed copy of Section J - Table of Contents Attachment 6 - Conformed copy of Section J-2 Attachment 7 - Conformed copy of Section J-II There are no other changes to the terms and conditions of the contract. Period of Performance: 05/26/2009 to 05/25/2014				

The following revisions are included with this modification:

Section C, Statement of Work,
C.2.1.2 Site Training Services and HAMMER
HAMMER Facility Management and Operations:
The Contractor shall:

The first sentence under the ninth bullet is modified as follows:
from:
Develop a *HAMMER Facility Upgrade Plan* with prioritized needs and proposed improvements necessary to address life-cycle and proposed facility upgrades.

to:
Develop and maintain a *HAMMER Facility Upgrade Plan* with prioritized needs and proposed improvements necessary to address life-cycle and proposed facility upgrades.

Section H, Special Contract Requirements,
H.2 Employee Compensation: Pay and Benefits
from:

(a) Background on Benefit Plans

(1) The Hanford Site Pension Plan (HSPP) is a multi-employer pension plan which includes three (3) separate benefit structures under the Plan: two (2) for bargaining unit employees and one (1) for non-bargaining unit employees (exempt and nonexempt). The HSPP covers eligible employees of certain U.S. Department of Energy (DOE) Hanford prime contractors and subcontractors. The HSPP is managed and administered by committees composed of representatives from each of the sponsoring employers.

(2) The Hanford Site Savings Plans (HSSPs) cover eligible employees of certain DOE Hanford prime contractors and subcontractors. The HSSPs includes three (3) separate plans: two (2) plans for bargaining unit employees and one (1) plan for non-bargaining unit employees (exempt and nonexempt). The HSSPs are managed and administered by committees composed of representatives from each of the sponsoring employers.

(3) The Hanford Employee Welfare Trust (HEWT) is a multiple employer welfare arrangement (MEWA). Health and welfare benefits are administered under the HEWT which contains provisions for a wide range of medical and insurance benefits for eligible Hanford workers of certain DOE Hanford prime contractors and subcontractors and their beneficiaries. The HEWT is managed and administered by the HEWT Committee, which is composed of representatives from each sponsoring employer.

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

(5) It is anticipated that Fluor Hanford, Inc. (FHI), under Contract No. DE-AC06-96RL13200, will assume responsibility for sponsorship, management, and administration of certain pension and other benefit plans that currently are

maintained by Fluor Fernald, Inc. under Contract No. DE-AC24-01OH20115 (Legacy Plans).

(6) 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, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee for the purposes of this Contract.

(d) Human Resources Compensation Plan

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

(e) Total Compensation System

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

(f) Appraisals of Contractor Performance

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

(g) Reports and Information

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

(1) An *Annual Contractor Salary-Wage Increase Expenditure Report* to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.

(2) Within 30 days of Transition start date, a list of the top five (5) most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation.

(3) An *Annual Report of Contractor Expenditures for Employee Supplemental Compensation* through the DOE Workforce Information System (WFIS), compensation and benefits module no later than March 1 of each year.

(4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study (Ben-Val) and the Employee Benefits Cost Study as described in paragraph (i).

(h) Cash Compensation

(1) The Contractor shall establish pay programs for employees.

(2) The Contractor shall submit the following information to the Contracting Officer for determination of cost allowability for reimbursement for cash compensation under the Contract:

(i) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the Total Compensation System.

(ii) Any proposed major compensation program design changes prior to implementation.

(iii) An *Annual Compensation Increase Plan* (CIP).

(iv) Individual compensation actions for the 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.

(v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).

(3) Subject to the Hanford Site Severance Pay Plans, severance pay is not payable to an employee under this Contract if the employee:

(i) Voluntarily separates, resigns or retires from employment,

(ii) Is offered comparable employment with a successor/replacement contractor,

(iii) Is offered comparable employment with a parent or affiliated company, or

(iv) Is discharged for cause.

(4) Service credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost reimbursement contract.

(i) <u>Pension and Other Benefit Programs</u>

(1) The Contractor shall become a sponsor of the pension and other benefit plans identified in paragraph (a), and shall be responsible for the management and administration of the Market-Based Plans and Legacy Plans identified in paragraphs (a)(4) and (5).

(2) The Legacy Plans shall be managed and administered separately from the HSPP, HSSP, HEWT, and Market-Based Plans in a manner so as to preserve the Legacy Plans' separate and distinct identities.

(3) Unless otherwise required by applicable law or approved by the Contracting Officer, no implementation of a benefit program and no amendment to any of the plans identified in paragraph (a) or underlying trust documents thereto shall result in allowable costs under this Contract.

(4) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans identified in paragraph (a) until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.

(5) Cost reimbursement for pension and other benefit plans identified in paragraph (a) sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved Ben-Val and an Employee Benefits Cost Study as described below.

(6) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in (i) and (ii) below. The studies shall be used by the Contractor as part of its performance self assessment described in paragraph (g)(4) and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.

(i) Separate Ben-Val studies are required every two years for all plans identified in paragraph (a). A Ben-Val is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources; and,

(ii) Separate Employee Benefits Cost Study comparisons are annually required for all plans identified in paragraph (a). An Employee Benefits Cost Study is a study which analyzes the Contractor's employee benefits cost on a per capita per full time equivalent employee basis and as a percent of payroll and compares them with the costs reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved, broad based, national survey.

(7) When net benefit value exceeds the comparator group by more than five (5) percent (%), the Contractor shall submit a corrective action plan to the Contracting Officer.

(8) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than 5%, and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.

(9) Within two (2) years of approval of the Contractor's corrective action plan by the Contracting Officer, the Contractor shall implement corrective action plans to align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.

(10) The Contractor shall submit a separate Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year for each of the plans identified in paragraph (a) via the DOE WFIS Compensation and Benefits Module no later than March 1 of the current calendar year. The cost of each Legacy Plan shall be separate and distinct from other information required by the Report.

(11) The Contractor may not terminate any benefit plan during the term of the Contract without prior approval of the Contracting Officer in writing.

(12) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on the specific terms of the plans identified in paragraph (a), as amended. Unless required by Federal or State law, advance funding of PRBs is not allowable.

(13) All costs of administration shall be costs of each plan individually and allocated to participating plan sponsors. Costs of administration shall be directly billed to the plans and not charged by indirect allocation.

(14) The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the functions of the plans.

(15) The Contractor shall render all ordinary and normal administrative services and functions which may be reasonably required. The Contractor shall annually provide an itemization of costs incurred for plan administration for each plan to the Contracting Officer within 60 days of the end of each plan year.

(16) The Contractor shall manage Plan assets in a prudent manner. The Contractor shall develop and submit to the Contracting Officer an Investment Policy Statement for each plan that clearly defines investment return objectives and risk tolerances, and shall perform annual pension plan Investment Performance Self-Assessments. The Contractor performance self-assessments shall address investment objectives, development of the plans to achieve investment objectives, execution of the plans, performance monitoring, and appropriate corrective action planning and execution. The Contractor shall provide the Contracting Officer with a copy of each plan’s Investment Performance Self-Assessment.

(17) The Contractor shall comply with the Investment Policy Statements developed for the plans. Should the Contractor incur higher costs because the Contractor fails to comply with all or part of the established Investment Policy Statements provided to DOE, the additional costs incurred are unallowable.

(j) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

(1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented, shall be maintained consistent with the requirements of the Internal Revenue Code and *Employee Retirement Income Security Act.*

(2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with law and regulation.

(3) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.

(4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for current service not previously paid through a DOE cost reimbursement contract.

(5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following within nine (9) months of the last day of the current pension plan year:

(i) Copies of IRS 5500 forms, with schedules; and

(ii) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.

(6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented *Human Resources Compensation Plan* and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

(i) For proposed changes to pension plans and pension plan funding, the Contractor shall provide an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,

(ii) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide the Contracting Officer with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.

(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.

(k) 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.

(l) Benefits for Incumbent Employees under the HEWT

(1) The Contractor shall be a sponsor of the HEWT. Individuals who are Incumbent Employees for purposes of the HEWT shall be eligible to participate (in the HEWT and receive medical and other benefits under the HEWT consistent with the terms of that HEWT, as amended. The Contractor shall recognize service credited under the HEWT toward the service period required for benefits relating to vacation, sick leave, health insurance, severance, layoff, recall, and other benefits.

(2) The Contractor shall, in a timely manner, supply the HEWT Administrator with the information required by the Administrator necessary to effectively administer the HEWT. The Contractor shall coordinate with the HEWT Administrator to ensure that DOE receives copies of all annual reports, actuarial reports, and submissions of FAS 106 data, and other reports as required by the Contracting Officer, of the Contractor's benefit obligations for those employees participating in the HEWT under this Contract. Contributions to the HEWT as determined by the HEWT Administrator shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract.

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

(1) The Contractor shall offer a market-based package of retirement and medical benefits competitive for the industry to individuals who are not Incumbent Employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a separate line of business pursuant to Internal Revenue Code (IRC) 410 and 414 for the purpose of maintaining the Federal tax qualification of pension covering the Contractor's employees.

(2) The Contractor shall ensure that DOE receives copies of all annual reports, actuarial reports, applicable FAS data, and other reports as required by the Contracting Officer for eligible employees with respect to this Contract.

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

(n) Reporting for Legacy Plans

The Contractor shall ensure that DOE receives copies of all annual reports, actuarial reports, submissions of FAS 87 and 106 data, as applicable, and other reports, as required by the Contracting Officer.

to:

(a) Background on Benefit Plans

(1) The Hanford Site Pension Plan (HSPP) is a multi-employer pension plan which includes three (3) separate benefit structures under the Plan: two (2) for bargaining unit employees and one (1) for non-bargaining unit employees (exempt and nonexempt). The HSPP covers eligible employees of certain U.S. Department of Energy (DOE) Hanford prime contractors and subcontractors. The HSPP is managed and administered by committees composed of representatives from each of the sponsoring employers.

(2) The Hanford Site Savings Plans (HSSPs) cover eligible employees of certain DOE Hanford prime contractors and subcontractors. The HSSPs includes three (3) separate plans: two (2) plans for bargaining unit employees and one (1) plan for non-bargaining unit employees (exempt and nonexempt). The HSSPs are managed and administered by committees composed of representatives from each of the sponsoring employers.

(3) The Hanford Employee Welfare Trust (HEWT) is a multiple employer welfare arrangement (MEWA). Health and welfare benefits are administered under the HEWT which contains provisions for a wide range of medical and insurance benefits for eligible Hanford workers of certain DOE Hanford prime contractors and subcontractors and their beneficiaries. The HEWT is managed and administered by the HEWT Committee, which is composed of representatives from each sponsoring employer.

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

(5) It is anticipated that Fluor Hanford, Inc. (FHI), under Contract No. DE-AC06-96RL13200, will assume responsibility for sponsorship, management, and administration of certain pension and other benefit plans that currently are maintained by Fluor Fernald, Inc. under Contract No. DE-AC24-01OH20115 (Legacy Plans).

(6) 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, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee for the purposes of this Contract.

(d) Human Resources Compensation Plan

The Contractor shall submit within 30 days of Transition start date 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) Within 30 days of Transition start date, 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:

(1) Comparison of average pay to market average pay.

(2) Information regarding surveys used for comparison.

(3) Aging factors used for escalating survey data and supporting information

(4) Projection of escalation in the market and supporting information.

(5) Information to support proposed structure adjustments, if any.

(6) Analysis to support special adjustments.

(7) 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).

(8) A discussion of the impact of budget and business constraints on the CIP amount.

(9) 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,

(v) Is offered comparable employment with a parent or affiliated company, or

(vi) 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) <u>Pension and Other Benefit Programs</u>

(1) The Contractor shall become a sponsor of the pension and other benefit plans identified in paragraph (a), and shall be responsible for the management and administration of the Market-Based Plans and Legacy Plans identified in paragraphs (a)(4) and (5).

(2) The Legacy Plans shall be managed and administered separately from the HSPP, HSSP, HEWT, and Market-Based Plans in a manner so as to preserve the Legacy Plans' separate and distinct identities.

(3) Unless otherwise required by applicable law or approved by the Contracting Officer, no implementation of a benefit program and no amendment to any of the plans identified in paragraph (a) or underlying trust documents thereto shall result in allowable costs under this Contract.

(4) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans identified in paragraph (a) until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.

(5) Cost reimbursement for pension and other benefit plans identified in paragraph (a) sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved Ben-Val and an Employee Benefits Cost Study as described below.

(6) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in (i) and (ii) below. The studies shall be used by the Contractor 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.

(7) When net benefit value exceeds the comparator group by more than five (5) percent (%), the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived by the Contracting Officer.

(8) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than 5%, and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.

(9) Within two (2) years of approval of the Contractor's corrective action plan by the Contracting Officer, the Contractor shall implement corrective action plans to align employee benefit programs with the benefit value and per capita cost range or percent of payroll as approved by the Contracting Officer.

(10) The Contractor may not terminate any benefit plan during the term of the Contract without prior approval of the Contracting Officer in writing.

(11) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on the specific terms of the plans identified in paragraph (a), as amended. Unless required by Federal or State law, advance funding of PRBs is not allowable.

(12) All costs of administration shall be costs of each plan individually and allocated to participating plan sponsors. Costs of administration shall be directly billed to the plans and not charged by indirect allocation.

(13) The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the functions of the plans.

(14) The Contractor shall render all ordinary and normal administrative services and functions which may be reasonably required. The Contractor shall annually provide an itemization of costs incurred for plan administration for each plan to the Contracting Officer within 60 days of the end of each plan year.

(15) The Contractor shall manage Plan assets in a prudent manner. The Contractor shall develop and submit to the Contracting Officer an Investment Policy Statement for each plan that clearly defines investment return objectives and risk tolerances, and shall perform annual pension plan Investment Performance Self-Assessments. The Contractor performance self-assessments shall address investment objectives, development of the plans to achieve investment objectives, execution of the plans, performance monitoring, and appropriate corrective action planning and execution. The Contractor shall provide the Contracting Officer with a copy of each plan’s Investment Performance Self-Assessment.

(16) The Contractor shall comply with the Investment Policy Statements developed for the plans. Should the Contractor incur higher costs because the Contractor fails to comply with all or part of the established Investment Policy Statements provided to DOE, the additional costs incurred are unallowable.

(17) 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 (j)(8) below for Pension Management Plan requirements).

(18) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(19) 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.

(20)

(i) <u>Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs</u>

(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.

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

(A) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
(B) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
(C) 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;
(D) the Summary Plan Description; and,
(E) any such additional information as requested by the Contracting Officer.

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

(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:

(A) 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.

(B) 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:

(i) 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).

(ii) 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:

(aa) The type of benefit restriction that will take place,
(bb) 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
(cc) The amount of money that would need to be contributed to the pension plan to avoid legally required benefit restrictions.

(iii) 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:

(aa) Strategy for achieving and maintaining fully-funded status of the plan(s)
(bb) Investment policy statement for the plan, with any recent updates
(cc) Results of recent asset liability studies (required to be preformed every 3 years or after a significant event) including rational for maintaining current asset allocation strategy
(dd) Comparison of budget projections submitted to the Department to actual contributions
(ee) Any recent reports, findings, or recommendations provided by plan's investment consultant.
(ff) Actuarial experience studies to set the plan's actuarial assumptions (required to be performed every 3-5 years)

(iv) 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

(1) 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.

(2) 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:

(1) No further benefits for service shall accrue.

(2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

(3) 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.

(4) Assets shall be determined using the "accrual-basis market value" on the date of termination of operations.

(5) 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

(1) 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.
(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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

(3) 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*.

(iii) 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.

(4) 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

(2) 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.

(3) 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.

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

(4) 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.

(5) 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.

(6) 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.

(m) Reporting for Legacy Plans

The Contractor shall ensure that DOE receives copies of all annual reports, actuarial reports, submissions of FAS 87 and 106 data, as applicable, and other reports, as required by the Contracting Officer.

H.12 Workers' Compensation
from:

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

(a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.

(b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.

(c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.

(d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.

(e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.

(f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.

(g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.

(h) Time-loss compensation shall be paid to injured workers in accordance with the RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.

(i) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.

(j) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE pursuant to the Washington State Workers' Compensation laws.

(k) Upon request, the Contractor shall submit to the Contracting Officer an evaluation and analysis of workers' compensation cost as a percent of payroll compared with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by DOE.

(l) The Contractor shall ensure all employees receive training and have a clear understanding of the workers' compensation process.

(m) The Contractor shall develop and maintain a web site with Workers Compensation information and ensure that the web site is made available to employees within 45 days of the close of Transition.

(n) The Contractor shall provide additional training to claimants on the workers' compensation process when a claim is filed. This training shall include but is not limited to information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.

(o) The Contractor shall submit ad hoc reports and other information as required by DOE.

(p) The Contractor shall provide briefings to DOE as requested.

(q) For purposes of workers' compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE's self-insurance certification under Washington State Department of Labor and Industries for workers' compensation:

(1) Contractor team arrangement means an arrangement in which –

(i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or

(ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

(2) Any changes to the Contractor team arrangement for purposes of workers' compensation coverage shall be subject to the prior approval of the Contracting Officer.

(r) Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provision of the Memorandum of Understanding referenced above.

(s) The Contractor shall flow-down to its subcontractors the requirements to provide statutory workers compensation coverage for the subcontractors' employees. The

Contractor shall have no responsibility for subcontractor workers' compensation when it includes this requirement in the sub-contract(s).

to:

H.12 WORKERS' COMPENSATION

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

(a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.

(b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.

(c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.

(d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.

(e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.

(f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.

(g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.

(h) Time-loss compensation shall be paid to injured workers in accordance with the RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.

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

(j) 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.

(k) 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.

(l) 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.

(m) The Contractor shall ensure all employees receive training and have a clear understanding of the workers' compensation process.

(n) 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.

(o) 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.

(p) The Contractor shall submit ad hoc reports and other information as required by DOE.

(q) The Contractor shall provide briefings to DOE as requested.

(r) 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 –

(ii) 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.

(s) 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.

(t) 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).

Section I, Contract Clauses,

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

from

I.133	DEAR 952.231-71	Insurance -- Litigation and Claims (Apr 2002)	None

to:

I.133	DEAR 952.231-71	Insurance -- Litigation and Claims (Jul 2013)	None

Section J, Table of Contents,

from:

J-2	REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS	304	9
J-11	CONTRACT DELIVERABLES	303	19

to:

J-2	REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS	321	9
J-11	CONTRACT DELIVERABLES	321	19

Section J-2, REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS,

from:

CRD O 350.1, Chg 3	Contractor Human Resource Management Program (Excludes Section 5.b of Chapter IV)

to:

CRD O 350.1, Chg 4	Contractor Human Resource Management Program

Section J-11, CONTRACT DELIVERABLES,

TABLE J-11.1 DELIVERABLE LIST FROM SECTION C (SOW)

from:

CD0030	HAMMER Strategic Plan	Approve	30 days	Annually, by April 30	C2.1.2
CD0031	HAMMER Facility Upgrade Plan	Approve	30 days	Annually, by April 30	C2.1.2

to:

CD0030	HAMMER Strategic Plan	Review	30 days	Annually, by April 30; ending 2013	C.2.1.2
CD0031	HAMMER Facility Upgrade Plan	Approve	30 days	Annually, by April 30; ending 2013	C.2.1.2

TABLE J-11.2 OTHER DELIVERABLES NOT SPECIFICALLY LISTED IN SECTION C

from:

CD1067	Salary Guidance	N/A	N/A	Annually by February 15	H.2.h.2.i
CD1068	Compensation Increase Plan	N/A	N/A	Annually by end of February	H.2.h.2.iii
CD1071	Report of Compensation (Forms DOE-F-3230.6a and DOE-F-3230.6b)	N/A	N/A	Annually by October 31	J-2.8 (CRD O 350.1)
CD1074	Hanford Site Pension Plans and Savings and Investment Plans - Investment Performance Review Report	N/A	N/A	60 days following the end of each quarter	H.2.i.16
CD1075	August Update to Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Hanford	N/A	N/A	Annually by August 31	H.2.k.2
CD1076	August Update to FY 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Hanford	N/A	N/A	Annually by August 31	H.2.l.2
CD1077	October Update to FY 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Hanford	N/A	N/A	Annually by October 31	H.2.k.2
CD1078	October Update to FY 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Hanford	N/A	N/A	Annually by October 31	H.2.l.2
CD1079	Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Hanford	N/A	N/A	Annually by June 30	H.2.k.2
CD1080	Fiscal Year 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Hanford	N/A	N/A	Annually by June 30	H.2.l.2
CD1081	U.S. Department of Labor Forms 5500 - Annual Return Hanford Site Pension and Savings Plans	N/A	N/A	Annually by September 30	H.2.j.5.i, J-2.8 (CRD O 350.1, Chg2)
CD1082	Multi Employer Pension Plan Actuarial Valuation Report - Hanford	N/A	N/A	Annually by October 31	J-2.8 (CRD O 350.1, Chg2)
CD1083	Pension Management Plan - Hanford	N/A	N/A	January 29, 2010; updated annually by January 30 thereafter	RL Ltr 10-AMA-0031, 1/13/10

CD1090	U.S. Department of Labor Form 5500s - Fernald Pension Plan	N/A	N/A	Annually by September 30	H.2.j.5.i
CD1091	Pension Plan Actuarial Valuation Report for Fernald Legacy Plans	N/A	N/A	Annually by October 31	H.2.n
CD1092	Itemization of Cost Incurred for Administration of Fernald Legacy Plans, Hanford Pension and Savings Plans, HEWT	N/A	N/A	Within 60 days of the end of each plan year	H.2.i.15
CD1093	Pension Management Plan - Fernald	N/A	N/A	January 29, 2010; updated annually by January 30 thereafter	RL Ltr 10-AMA-0033, 1/13/10
CD1095	Pension Trust Statement for Fernald Legacy Plans	N/A	N/A	Quarterly; 45 days following quarter end	H.2.i.16
CD1108	U.S. Department of Labor Forms 5500 – HEWT	N/A	N/A	Annually by September 30	H.2.i.2
CD1109	U.S. Department of Labor Forms 5500 – MSA Market Based Welfare Plan	N/A	N/A	Annually by September 30	H.2.m.2
CD1110	U.S. Department of Labor Form 5500s – Fernald Retiree Welfare Plan	N/A	N/A	Annually by September 30	H.2.n

to:

CD1067	Salary Guidance	N/A	N/A	Annually by February 15, ending 2013	H.2.h.2.i
CD1068	Compensation Increase Plan	N/A	N/A	Annually by end of February	H.2.h.2.ii
CD1071	Report of Compensation (Forms DOE-F-3230.6a and DOE-F-3230.6b)	N/A	N/A	Annually by October 31; ending 2012	J-2.8 (CRD O 350.1)
CD1074	Hanford Site Pension Plans and Savings and Investment Plans - Investment Performance Review Report	N/A	N/A	60 days following the end of each quarter	H.2.i.15
CD1075	August Update to Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Hanford	N/A	N/A	Annually by August 31	H.2.k.ii
CD1076	August Update to FY 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Hanford	N/A	N/A	Annually by August 31	H.2.l.ii
CD1077	October Update to FY 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Hanford	N/A	N/A	Annually by October 31	H.2.k.ii

CD1078	October Update to FY 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Hanford	N/A	N/A	Annually by October 31	H.2.k.ii
CD1079	Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Hanford	N/A	N/A	Annually by June 30	H.2.k.ii
CD1080	Fiscal Year 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Hanford	N/A	N/A	Annually by June 30	H.2.k.ii
CD1081	U.S. Department of Labor Forms 5500 - Annual Return Hanford Site Pension and Savings Plans	N/A	N/A	Annually by October 15	H.2.j.4
CD1082	Multi Employer Pension Plan Actuarial Valuation Report - Hanford	N/A	N/A	Annually by October 31	H.2.j.4.i
CD1083	Pension Management Plan - Hanford	N/A	N/A	Updated annually by January 30	H.2.j.8
CD1090	U.S. Department of Labor Form 5500s - Fernald Pension Plan	N/A	N/A	Annually by October 15	H.2.j.4
CD1091	Pension Plan Actuarial Valuation Report for Fernald Legacy Plans	N/A	N/A	Annually by October 31	H.2.j.4.i
CD1092	Itemization of Cost Incurred for Administration of Fernald Legacy Plans, Hanford Pension and Savings Plans, HEWT	N/A	N/A	Within 60 days of the end of each plan year	H.2.i.14
CD1093	Pension Management Plan - Fernald	N/A	N/A	Updated annually by January 30	H.2.j.8
CD1095	Pension Trust Statement for Fernald Legacy Plans	N/A	N/A	Quarterly; 45 days following quarter end	H.2.n
CD1108	U.S. Department of Labor Forms 5500 – HEWT	N/A	N/A	Annually by October 15	H.2.i.1
CD1109	U.S. Department of Labor Forms 5500 – MSA Market Based Welfare Plan	N/A	N/A	Annually by October 15	H.2.m.2
CD1110	U.S. Department of Labor Form 5500s – Fernald Retiree Welfare Plan	N/A	N/A	Annually by October 15	H.2.n

PART I – THE SCHEDULE

SECTION C

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PART I – THE SCHEDULE

SECTION C

STATEMENT OF WORK

C.1 MISSION SUPPORT CONTRACT (MSC) OVERVIEW AND GENERAL REQUIREMENTS

C.1.1 Background

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

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

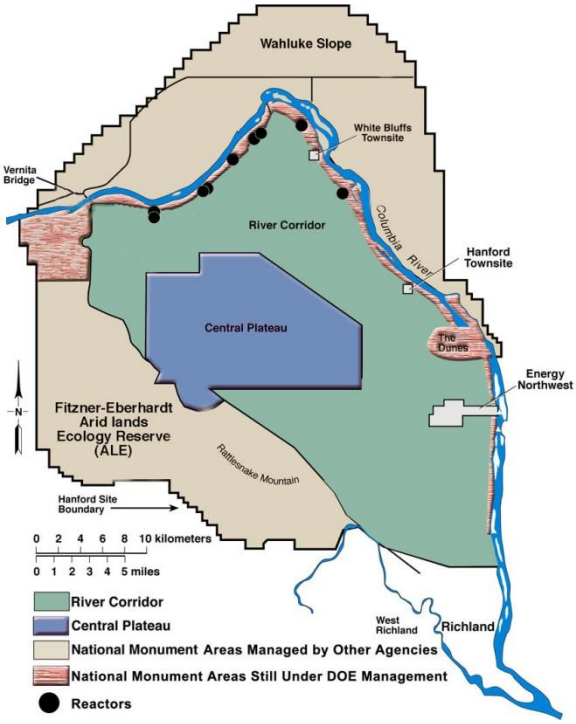


Figure C.1-1
Hanford Site

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

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

DOE-RL and DOE-ORP constitute the "Hanford Site". The following is a description of the DOE prime contracts at the Hanford Site and their workscope:

Contracts Managed by DOE-ORP

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

Contracts Managed by DOE-RL

- Energy Savings Performance Contract (ESPC) includes steam service to support heating and other operations at 200 Area facilities. The contract may include energy conservation measures, such as upgrading lighting systems, pumping systems, automation systems, heating, ventilation, and air conditioning system; and adding utility monitoring and control systems.
- Hanford Site Occupational Medicine Services Contract provides occupational health services to personnel at Hanford including medical monitoring and qualification examinations, human reliability testing, and records management.
- Plateau Remediation Contract (PRC), when awarded, will include completion of the Plutonium Finishing Plant (PFP) project; non-tank farm waste disposal activities: groundwater monitoring and remediation; facility and waste site characterization, surveillance and maintenance, regulatory document preparation, and remediation.
- Mission Support Contract (MSC), when awarded, will provide DOE-RL, DOE-ORP, and their contractors with the infrastructure and site services necessary to accomplish the Site mission.
- Project Hanford Management Contract (PHMC) includes cleanup and support activities, with the exception of DOE-ORP scope, at the Hanford Site. This scope will be included in the MSC and the PRC, when the contracts are awarded.
- River Corridor Closure Contract (RCCC) includes closing the Hanford Site River Corridor through deactivation, decontamination, decommissioning, and demolishing excess facilities; placing former production reactors in an interim safe and stable condition; remediating waste sites and burial grounds; and transitioning the River Corridor to long-term stewardship.

Another DOE Office -- the Pacific Northwest Site Office (PNSO), a component of the DOE Office of Science -- oversees the science and technology mission performed by the contractor-operated Pacific Northwest National Laboratory (PNNL). PNNL is an Office of Science multi-

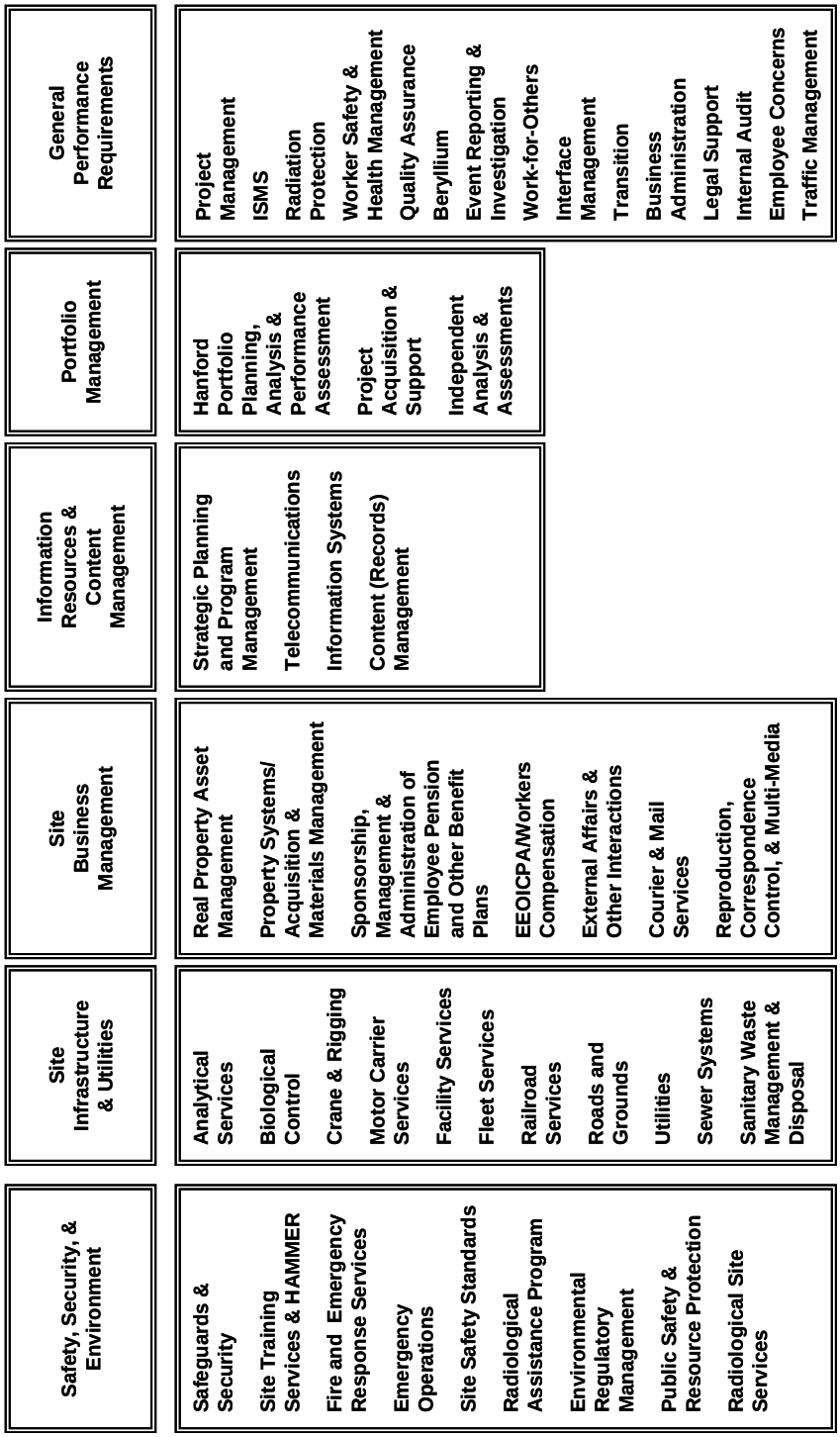
program laboratory that conducts research and development activities, including technology programs related to the Hanford cleanup mission.

In addition to the cleanup mission, DOE leases Hanford land to non-DOE entities, such as the Laser Interferometer Gravitational Wave Observatory (LIGO), and the State of Washington, which in turn leases the land to US Ecology, Inc., a private firm that operates the Hanford Site burial grounds for commercial low-level waste. DOE also leases land to Energy Northwest (a consortium of public utility companies) that oversees the Northwest's only operating commercial nuclear power reactor, the *Columbia Generating Station*. Neither of these operations is associated with the Federal cleanup work at Hanford.

C.1.2 Contract Purpose and Overview

The purpose of the MSC is to provide direct support to DOE and its contractors with cost-effective infrastructure and site services integral and necessary to accomplish the environmental cleanup mission. The scope includes five primary functions: 1) Safety, Security and Environment, 2) Site Infrastructure and Utilities, 3) Site Business Management, 4) Information Resources/Content Management, and 5) Portfolio Management. In addition to these functions, the MSC will play a key role in ensuring that interfaces with and between Hanford Site customers (DOE Offices, Hanford Site contractors, etc.) that effect their scope of work are managed in a manner which encourages open and proactive communication, collaboration, and cooperation. See Figure C.1-2, *MSC Summary Work Breakdown Structur*e for the key functional areas. The General Performance Requirements (Section C.3.) function represents those activities internal to the operation of the MSC and is not considered one of the five primary functions.

Figure C.1-2.
MSC Summary Work Breakdown Structure



C.1.3 Scope Summary

This *Statement of Work* (SOW) is intended to provide a broad framework and general scope, including interfaces, requirements, etc. of the work to be performed. The deliverables associated with the SOW scope are listed in Section J Attachment J-13 Table J-13.1. Other contract deliverables not specifically identified in the SOW scope but are requirements from other sections of the contract are listed in Attachment J-13 Table J-13.2. The Contractor shall provide the personnel, materials, supplies, and services necessary to perform the SOW, or as directed by the Contracting Officer.

The Contractor responsible for the MSC[1] workscope shall provide these services, satisfying all requirements necessary for safe, compliant, cost-effective, and energy-efficient operations. The Contractor shall right size the infrastructure and services, and maintain the capacity of infrastructure systems provided for the Hanford Site over its life-cycle. In the course of these actions, if it is determined that the elimination of specific services is necessary, DOE approval is required.

Hanford Site Services and Interface Requirements Matrix

In cooperation with DOE and all Hanford Site customers, the Contractor shall provide an annual update to the *Hanford Site Services and Interface Requirements Matrix* (Matrix). Services to be provided under the MSC are identified in 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 Hanford Site contractors and their subcontractors. The Matrix shall be submitted to DOE with the annual *Infrastructure and Services Alignment Plan* (ISAP). The Matrix update shall be signed, showing concurrence, by MSC, PRC, and TOC.

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

The Contractor shall develop, maintain, and update a master ISAP that incorporates the strategic vision and describes the activities necessary to integrate MSC responsibilities with those of other Hanford Site (Mission) contractors, to right-size the infrastructure and services, and to maintain the capacity of infrastructure systems provided for the Hanford Site over its life-cycle. Other assessments, plans, studies, and analyses, as detailed in the Section C, *Statement of Work*, may be part of the ISAP.

The ISAP shall also provide tactical-level information to successfully achieve MSC outcomes while minimizing the Hanford Site's life-cycle costs. The ISAP shall identify opportunities to re-engineer or replace systems as necessary (without negatively impacting mission contract project schedules) in a timely and coordinated fashion. The ISAP shall include an approach for taking advantage of new technologies and business practices that make good business sense from a safety, compliance, cost-effectiveness and energy-efficiency perspective. (See Figure C.1-3, *MSC Service Delivery System.*) As necessitated by changes to the Hanford Site funding profile, the Contractor shall provide updates to the ISAP regarding the relative priority of work requirements. The ISAP shall incorporate the *Annual Forecast of Services and Infrastructure's* of needed utilities, services and infrastructure from other Site Contractors.

The Contractor shall develop performance metrics/service levels in each of the five (5) funtional areas that will be used to evaluate performance of services delivered under this Contract and the physical condition of infrastructure and utilities, including systems and equipment necessary

[1] Hereafter, MSC may represent the Contract or the Contractor, as applicable.

for the life-cycle of Hanford cleanup for DOE approval. The Contractor shall also establish the frequency of performance measurement against the metrics. Planned and actual performance shall be evaluated and reported in the monthly report referenced in Section C.3.1.3, *Performance Reporting*. The performance information shall be used in the development of the ISAP, including annual updates and in determining the need for infrastructure reliability projects.

300 Area Facility Disposition

For the first year of the ISAP, the Contractor shall develop and submit to DOE-RL a *300 Area Facility Disposition Business Case Analysis* for the most effective means to transfer functions and evacuate buildings 3790 (central badging), 339A (HLAN hub), 3220 (telephone exchange building), 3507 (microwave tower and building), 3506C (telecommunications hub), 3709A (fire station), 3709B (fire equipment storage), and three (3) emergency sirens.

The 300 Area Facility Disposition Business Case Analysis shall address the following:

- For each of the facilities, determine the current and future needs over the life-cycle of the Hanford cleanup mission considering the following criteria:
  - Availability of other facilities to house necessary equipment, instrumentation, and services.
  - Continuing need for each of these facilities over the life-cycle of the Hanford cleanup mission as technology advances are implemented on the Hanford Site.
- Include commercial best practices, a transition and an implementation plan with life-cycle resource estimate that includes all costs.

The decision to approve all or part of the *300 Area Facility Disposition Business Case Analysis* and authorize direct MSC performance of the transfer workscope will be made at the unilateral discretion of the DOE Contracting Officer. DOE may, at the unilateral discretion of the Contracting Officer, determine to not approve all or part of the *300 Area Facility Disposition Business Case Analysis*, and not authorize direct MSC performance of all or part of the transfer workscope. The Contractor shall not be entitled to an equitable adjustment to *Contract Cost* and *Contract Fee* as a result of DOE's decision to not approve all or part of the transfer workscope. The *Business Case Analysis* shall be updated annually, as directed by DOE.

Limitations

DOE and the Contractor recognize that under the terms of the Section H Clause entitled, *Withdrawal of Work* and Section I Clause entitled, FAR 52.243-2, *Changes – Cost Reimbursement*, DOE has the right to modify this *Statement of Work* and the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. DOE and the Contractor agree to negotiate a reasonable *Transition Period* for each change to minimize the impact on existing work being performed. The Hanford Site services listed in the Matrix are not Government-Furnished Services and Information (GFS/I) and carry no DOE guarantee for delivery or quality.

Government-Furnished Services and Information

The GFS/I included in this Contract (See Section J Attachment J-14) is for the first year of the Contract term. DOE is committed to providing effective support to the Contractor throughout the period of Contract performance, and the Contractor may request that DOE consider providing additional GFS/I. To manage the GFS/I furnished under the Contract and to evaluate the

additional GFS/I that may be required by the Contractor, the Contractor shall submit for DOE approval:

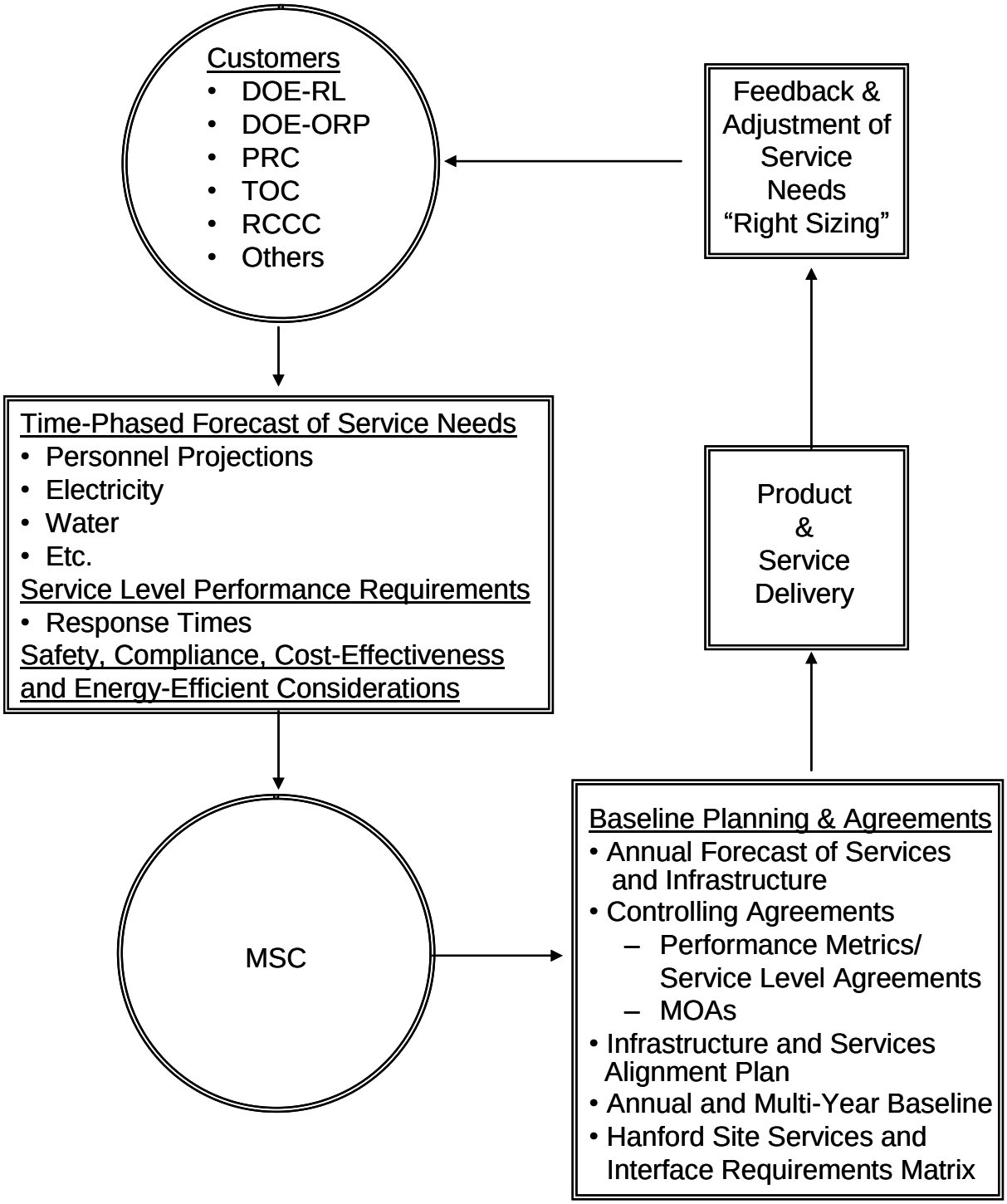
- *Government-Furnished Services and Information Request*: 12-month advance projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, prior to each fiscal year; and
- *Government-Furnished Services and Information Request – Update:* Quarterly update to the projection of GFS/I furnished under the Contract and additional Contractor-requested GFS/I, prior to each quarter.

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

For all Contract deliverables described in Attachment J-13 Table J-13.1, DOE will execute its GFS/I responsibilities for review, approval, and/or certification actions following Contractor submission of an acceptable product.

For each GFS/I that includes an interface with other Hanford Site contractors, the Contractor shall coordinate with the each of the contractors to support a cooperative and effective delivery of GFS/I.

Figure C.1-3
MSC Service Delivery System



C.1.4 Organization of the Statement Of Work

This Section C, *Statement of Work* is divided into 3 key Sections, with this Section C.1 containing the background, contract purpose and overview, scope and organization of the *Statement of Work*; Section C.2, *Description of Mission Support Performance Requirements*, contains the five functional areas: *Safety, Security and Environment*, *Site Infrastructure and Utilities*, *Site Business Management*, *Information Resources/Content Management (IR/CM)*, and *Portfolio Management;* and Section C.3, *Description of Mission Support General Performance Requirements* contains the functional areas such as, *Project Management, Integrated Safety Management System, Radiation Protection, Transition*, etc.

Each Section of Section C, *Statement of Work* is further divided into the following sections:

- Background – presents a general context for the subsequent scoping statements. The Background summarizes the system encompassing the workscope, along with the driving need for the scope and may include historical data.
- Key Customers – lists the primary users of the products and services required by the Section C, *Statement of Work*.
- General Scope and Outcome – provides a summary of the key work activities listed in the Detailed Scope. The Outcome statement is the overall result desired from the sum of the activities and deliverables described in the section.
- Detailed Scope – provides an in-depth description of the performance-based Contract requirements including deliverables and necessary tasks, actions, functions, or activities to be performed.
- Boundaries, Constraints, and Interfaces – states any limits or exclusions to the scope of the required activities, describes any conditions or factors that restrict freedom of action by the contractor, and provides interface requirements with others.

Other information associated with this SOW are provided in the following attachments:

- Attachment J-14 Government-Furnished Services and Information – government-furnished services and information that the Contractor needs to complete the assigned work scope and deliverables.
- Attachment J-13 Contract Deliverables – Contractor endpoints, work scope completions, products, reports or commitments that will be delivered. Lists specific products the Contractor is required to submit to DOE, the type of action DOE will perform and associated time requirements, and the date/timeframe that the Contractor is required to submit the deliverable. The type of action is defined as:
  - Approve – The deliverable shall be provided to DOE for review and approval. DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the Contractor and the Contractor is required to provide written responses. Documents shall be re-written to incorporate all DOE mandatory comments. Once a deliverable or document has been approved by DOE, it shall be placed under change control and no changes to that document shall be made, without DOE approval.
  - Review – The deliverable shall be provided to DOE for review and comment. DOE will have the option for reviewing the information and providing comment. The Contractor shall respond to all written comments.

- Information – The deliverable shall be provided for information purposes only. DOE will have the option of reviewing the information and providing comments. Such comments do not require resolution under the Contract.

C.2 DESCRIPTION OF MISSION SUPPORT PERFORMANCE REQUIREMENTS

C.2.1 Safety, Security and Environment

The Contractor shall directly provide time-phased ready-to-serve capability to all Hanford Site environmental cleanup missions, including protective forces, physical security systems, information security, personnel security, nuclear materials control and accountability (MC&A), cyber security, program management, Hazardous Materials Management and Emergency Response (HAMMER) facility operations, site-specific safety training, fire and emergency response services, emergency operations, maintenance of a selected set of Hanford Site safety standards, radiological assistance program (RAP) operations, environmental regulatory management, and public safety and resource protection. These services are integral to the Hanford Site environmental cleanup mission.

C.2.1.1 Safeguards and Security

The Contractor shall have a Safeguards and Security (SAS) Program that includes the following SAS elements: protective forces, physical security systems, information security, personnel security, MC&A, cyber security, and program management to ensure the safeguarding of special nuclear material (SNM), classified, government sensitive information, and government property. This Program shall ensure that as Hanford Site quantities of SNM and classified information are reduced, the level of protection for the remaining security interest is commensurate with requirements.

Prior to assuming control and responsibility for SAS, U.S. Department of Energy, Richland Operations Office (DOE-RL) will conduct an SAS initial survey in accordance with U.S. Department of Energy (DOE) Manual (M) Contractor Requirements Document (CRD) 470.4-1, *Safeguards and Security Program Planning and Management*, during the *Transition Period*. The results of the survey will be documented and form the basis for DOE-RL permission for the Contractor to assume SAS responsibilities. Following the survey, the Contractor shall assume responsibility for all existing SAS resources, facilities, documents, and equipment associated with the SAS scope (e.g., canines [K-9s], weapons, munitions and ammunition, vehicles, classified media, central alarm station, patrol operations center, patrol training academy [PTA], computers and associated software/hardware, etc.).

C.2.1.1.1 Protective Forces

<u>Background:</u>

The Protective Forces function serves DOE and all Hanford Site contractors, with a specific focus on facilities possessing critical safeguards and security interests (e.g., SNM). The Protective Forces (Hanford Patrol) function is comprised of select security elements (armed personnel, specialized equipment, tactical procedures, etc.) associated with physically protecting people and property on the Hanford Site. The authorities and requirements for Protective Force functions are fundamentally derived from the *Atomic Energy Act (AEA) of 1954,* as amended and all subsequent code of Federal regulations and DOE implementing requirements that flow from the AEA.

Key Customers:

- DOE Richland Operations Office (DOE-RL)
- DOE Office of River Protection (DOE-ORP)
- Plateau Remediation Contractor (PRC)
- Tank Operations Contractor (TOC)
- River Corridor Closure Contractor (RCCC)
- Pacific Northwest National Laboratory (PNNL)

General Scope and Outcome:

The Contractor shall manage the Hanford Site Protective Forces, including the emergency dispatch capability. The Contractor shall ensure that the Security Police Officers (SPOs) are trained and fit for duty, and that DOE targets and assets are sufficiently protected on the Hanford Site. In some circumstances other prime contractors to DOE will provide industrial level security in lieu of the MSC. If this were to occur, DOE approval will be required. DOE-RL also has a prime contract directly with the Benton County Sheriff's Office (BCSO) for Hanford Site law and traffic enforcement services.

The desired outcome for the Protective Forces function is a highly trained, fit, and armed protective force that embodies "Elite" force concepts to ensure the physical protection of Hanford Site SNM, classified materials, industrial assets, and mitigate and deter radiological and toxicological sabotage events.

Detailed Scope and Requirements:

The Contractor shall respond to alarms and other emergencies/incidents twenty-four (24) hours a day, seven (7) days a week (24/7), 365 days a year; operate a 24-hour Patrol Operations Center that provides dispatch and emergency communications capability to the entire Hanford Site, including 9-1-1 medical dispatch; operate Hanford Site barricades; provide mutual aid support to local law enforcement agencies and others as identified consistent with DOE-RL agreements; provide facility alarm and duress monitoring; manage and operate the PTA; and provide Hanford Site security surveillance.

Hanford Patrol

The Contractor shall provide SPOs I, II and III, as appropriate, for the protection of Hanford Site targets and assets consistent with the material/resources being protected. SPO tactical response implementation shall embody "Elite" force principles (e.g., ensuring appropriate highly trained, motivated, and combat-skilled individual and tactical units/teams are included as part of assigned duties for SPOs located at Category I/II SNM facilities). In accordance with DOE-RL-approved risk and vulnerability assessments, *Site Safeguards and Security Plan* (SSSP), and *Patrol Security Interest Response Plans*, the Contractor shall provide fully qualified Special Response Team (SRT) combatants, rovers, alarm monitoring personnel, emergency dispatch personnel, access control personnel, supervisors, trainers, administrators, and managers. The Contractor shall also provide armed emergency response of a general nature to the Hanford Site, as a whole using a graded security approach.

Consistent with DOE-RL agreements, elements of the Hanford Protective Force, including K-9 operational support, may be made available on a non-mission-interference basis to others (e.g.,

local law enforcement agencies, school systems, and other local/state/Federal agencies) upon notification to DOE in response to threats of violence and requests for police assistance/mutual aid. As an agent for DOE, and consistent with the Contractor's SAS scope, the Contractor shall comply with existing DOE agreements (e.g., Memorandum of Agreement(MOA)/Memorandum of Understanding (MOU)) with other law enforcement and Federal agencies. The Contractor may be requested to periodically provide input on roles and responsibilities delineated in these MOAs/MOUs as it relates to the areas in which the Contractor is instrumental in DOE's ability to meet its commitments.

The Contractor shall inventory, issue, control, and secure Hanford Patrol identification credentials.

Patrol Operations Center

The Contractor shall maintain and operate a 24-hour Patrol Operations Center to provide emergency dispatch capability to the entire Hanford Site. Entities served shall include BCSO, local emergency preparedness organizations, DOE, Hanford Fire Department (initial incident notification), and other agencies as agreed to with DOE-RL concurrence. The Contractor shall:

- Conduct driver's license, registration, and criminal checks as requested by BCSO.
- Serve as the DOE-RL single point-of-contact during off-shift hours.
- Provide direct emergency communication with the Energy Northwest Columbia Generating Station, PNNL control room, and Southeast Communications Dispatch Center.
- Provide a daily status report on any security-related incidents that occur within the preceding 24 hours, including reporting disposition of law enforcement events that affect the Hanford Site.
- Prepare and issue incident reports on security anomalies.
- Provide 'open skies' notifications and event notifications; communications for protective force personnel and on-site law enforcement officers, including law enforcement computer checks, off-hours phone communication services for DOE-RL, emergency preparedness alarm testing, and access authorization checks for processing badge requests/issues (lost or forgotten) during off-shift hours.
- Provide on-site tracking of radioactive shipments, and serve as the single point-of-contact for all Hanford Site outbound radioactive/hazardous material shipments, and provide support for in-bound shipments, as required.
- Provide Hanford Site 9-1-1 dispatch and emergency medical dispatch.
- Provide on-site emergency communication/notification actions and notifications to state, regional, and DOE-Headquarters (DOE-HQ) during emergency events.
- Provide alarm and duress monitoring for Hanford Site alarmed facilities, and secondary SNM security alarms (e.g., Plutonium Finishing Plant [PFP]), as required.

Patrol Training Academy (PTA)

The Contractor shall operate the PTA by providing resources and expertise to ensure DOE-RL compliance with 10 CFR 1046, *Physical Protection of Security Interests*, and CRD M 470.4-3A, *Contractor Protective Force*. The Contractor shall, at a minimum:

- Provide an annual *Patrol Training Plan* that outlines Patrol training requirements.
- Meet all training requirements and certifications for all assigned employees. Training includes, but is not limited to, safety, special equipment, firearms, and SPO, and special skills.
- Provide all initial and recurring required security, protective force, and firearms training, and fitness qualification testing.
- Provide exercise physiologist support for all armed personnel consistent with physical exercise program and fitness standards in 10 CFR 1046.
- Provide job task analyses and needs assessments for assigned employees for training and safety purposes.
- Create and maintain all required training records, lesson plans, and course documentation.
- Coordinate training needs/issues with the DOE National Training Center.
- Operate all live-fire open ranges on the Hanford Site.
- Provide DOE-certified armorer support, inspections, and testing of all Hanford firearms.
- Provide training support to state and local law enforcement agencies and other Federal agencies, as directed and approved per work authorization and funding.
- Provide capability for long distance learning and interactive television training.
- Manage and operate the Emergency Vehicle Operations Course.

The Contractor may field a team for the annual DOE-HQ-sponsored Security Police Officer Training Competition.

Protective Forces Management and Administration

The Contractor shall:

- Acquire inventory, excess, and control assigned sensitive equipment and make general purchases (e.g., uniforms, holsters, radios, ammunition, etc.) for protective forces. Further, the Contractor shall provide continuous accountability of sensitive equipment/items in the Patrol inventory and report an inventory listing to DOE on an annual basis.
- Procure directly through DOE-RL, some weapons and ammunition or peripheral type equipment, on an as-needed basis, for example, when Federal law restricts contractors from procuring directly from the suppliers.
- Maintain, train, and provide all necessary equipment to fully outfit the Protective Force; and the Contractor shall include specialty assignments within the SRT, such as breachers and snipers in accordance with the security configuration strategy.
- Develop and execute, as realistically as possible (e.g., cold smoke, breeching, simunitions, etc.), validation performance test plans for detection and intervention capabilities of possible malevolent incidents.
- Conduct at least four force-on-force (FOF) exercises annually that include the protection measures necessary to appropriately respond to complex scenarios that train/test on realistic and reasonable potential adversary events. Conduct engagement simulation systems, (e.g., multiple integrated laser engagement system [MILES]) training exercises

and performance testing for Hanford Patrol, including on-site and off-site competitive shooting events. FOF exercise test results shall be reported to DOE. The complete full-spectrum adversary scenario may be broken up and tested into no more than two (2) selective elements (e.g., target defense, pursuit/recapture/recovery, etc.) at different times each fiscal year.

- Appropriately rotate protective force personnel for force-on-force training/exercise purposes to ensure that all shift personnel are trained annually.
- Ensure Contractor SAS personnel are available to support DOE-RL 24 hours a day (e.g., a staff duty officer).
- Act as or provide support to the Incident Commander under the Incident Command System.
- Provide immediate management response in the event of a Hanford Site/area specific emergency.
- Maintain and update *Security Incident Response Plans* for Hanford Patrol response to specific targets and general emergencies. Specific support may include providing security support for visitors, as requested by DOE, and crowd control in the event of an emergency, crisis situation, strike support, or demonstration.
- Provide line management of Hanford Patrol personnel and administer any applicable collective bargaining agreement.
- Provide a *Strike Contingency Plan,* and implement if necessary, to operate the Hanford Site despite a work stoppage by the Hanford Patrol.
- Provide strike support personnel to other sites as requested by DOE-RL (may be separately funded by both direct and indirect means by the supported site).
- Maintain a qualified group of personnel to ensure limited (e.g., high and medium assets/targets are provided full coverage) operations in the event of a work stoppage by the Hanford Patrol.
- Ensure that the DOE-RL Contracting Officer and other involved DOE organizations are notified of any applicable collective bargaining agreement associated activities and other issues.
- Prepare quarterly manpower reports and budget forecasts, and additional reports, as required by DOE.
- Provide special searches for prohibited articles in accordance with DOE and Hanford Site requirements.
- Staff the Wye, Yakima, and Rattlesnake barricades to ensure traffic flows adequately and does not result in unsafe conditions, and that identification and security searches/checks are made in accordance with SAS procedures. The Wye and Yakima barricades are currently staffed 24/7, and the Rattlesnake barricade is operational during peak work hours approximately 65 hours per week.
- Obtain advance approval from DOE-RL for any changes to Hanford Site barricade(s).
- Participate in emergency preparedness drills and plans.
- Maintain a liaison with the BCSO for information on Hanford Site thefts and other issues of mutual concern; and, integrate and coordinate the MSC work scope consistent with the BCSO functions.

- Complete notification to Hanford Site contractors and DOE-RL when an individual's Hanford Site access has been restricted.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints:

- DOE-RL has a prime contract directly with the BCSO for Hanford Site law and traffic enforcement services. The contract with BCSO includes, but is not limited to, traffic control/enforcement on the Hanford Site; local criminal intelligence support; K-9 (drug) support with respect to drug interdiction; SNM recapture/recovery capabilities; roadblocks and river evacuation; aerial surveillance and river patrol; and response to suspected or reported violations of criminal law, including apprehension and arrest.
- The Waste Treatment and Immobilization Plant (WTP) contractor provides its own industrial security within the fenced area of the construction site.

Contractor interfaces include local, state, and Federal law enforcement agencies in accordance with DOE MOUs for roles and responsibilities and to reach agreement regarding Mutual Aid; the Yakima Training Center, and the DOE National Training Center for the purpose of meeting training needs.

C.2.1.1.2 Physical Security Systems

Background:

The Physical Security Systems are a physical and integral part of select facilities and programs throughout the Hanford Site that usually involve activities or materials of significant security interest. There are approximately 70 high and medium security level Hanford Site facilities e.g., facilities that store Category I through IV SNM, nuclear material waste, firearms, classified matter, and high value assets) and ~770 industrial level Hanford Site facilities (non-program specific facilities that store non-sensitive information, portable property and cumulative depreciated value of less than $1 million, precious metals, and controlled substances). Locksmith services potentially involve over 800 government/contractor facilities and government-leased and contractor-leased facilities across the Hanford Site. The priority for application of Physical Security Systems is at PFP. Physical Security Systems components range from sophisticated application of leading edge technology to common everyday industrial security processes and equipment.

Key Customers:

- DOE-RL
- DOE-ORP
- PRC
- RCCC
- TOC

General Scope and Outcome:

The Contractor shall have Physical Security Systems for the protection of Category I-IV SNM, classified information and matter, high value assets, and other government interests/assets that may require protection. The security systems that are maintained at the facilities are part of the

facility infrastructure and as such require extensive interface with the facility owner to comply with work processes at the facility. Elements of the Physical Security Systems include performance testing, entry/access control, intrusion detection, explosive detection (including certified K-9 explosive detection teams), locksmith services, and engineering and maintenance of the physical security and access control systems.

The desired outcome is a graded and integrated Physical Security Systems for the Hanford Site that ensures that DOE security assets are protected from theft, diversion, sabotage, espionage, and compromise with no adverse affects to national security, program continuity, the environment, or the health/safety of employees and the public.

Detailed Scope and Requirements:

The Contractor shall ensure that the Physical Security Systems function is a standardized and well coordinated program implemented in the areas of nuclear security, industrial security, and asset protection. DOE will review and approve SAS arrangements or changes prior to new operations commencing, or changing operations or configurations that might alter the performance of existing SAS systems (e.g., limited/protected area boundaries, physical security configurations and associated hardware [sensors/cameras], patrol coverage and responses, safeguards methods and/or boundaries, entry/access control systems/procedures, etc.).

The Contractor shall be responsible for management and oversight of Physical Security Systems activities delineated in the Section C, *Statement of Work,* DOE physical security requirements, and as agreed to with other Hanford contractors (where changes involve their facilities or operations).

The Contractor shall:

- Provide MSC security representatives for facilities or groups of facilities (to include PRC and TOC facilities) where there are important SAS assets/interest, and integration is essential for superior performance (e.g., PFP, solid waste operating facilities, Canister Storage Building, etc.)
- Develop, or assist in the development of, facility asset protection requirements and conduct annual reviews of Asset Protection Agreements to assure compliance with DOE requirements.
- Establish and prioritize protection measures sufficient to prevent malevolent acts, such as theft, diversion, radiological sabotage, and respond to adverse conditions, such as emergencies caused by natural disasters.

The Contractor shall implement integrated Physical Security Systems elements involving the following:

Performance Testing

The Contractor shall:

- Provide performance testing and test documentation of interior and exterior intrusion detection sensors, entry/exit screening devices (portable and portal SNM and metal detectors, X-ray machines, explosive detectors), and duress alarms in accordance with DOE requirements.

- Integrate security system/sensor performance test programs to ensure that tests include operability and effectiveness testing (up to 500 sensors) in accordance with established DOE security system sensor testing criteria.

Intrusion Detection/Assessment

The Contractor shall:

- Consistent with the graded SAS concept, ensure that the Intrusion Detection/Assessment program includes computer-based security alarm and assessment system for accountable quantities of nuclear material on the Hanford Site. The Physical Security Systems shall include industrial security alarms for administrative buildings, personnel duress, protection of government property, and Hanford Site perimeter/barricade intrusion detection and assessments.
- Provide design and engineering services for the installation and maintenance of Hanford Site security systems. The Contractor shall also develop specifications for equipment, engineering change notices, work instructions and preventive maintenance procedures.
- Provide computer and software engineering services for the installation and maintenance of Hanford Site security systems, including equipment specifications, software procurement development and modification, and maintenance of documentation for the computer-based alarm-monitoring systems. Dedicated staff shall provide 24/7 support for troubleshooting and resolution of computer system problems. Included with this area is the system administration for the Hanford Industrial Security Alarm Monitoring System and the Patrol Operations Center 9-1-1/Computer-Aided Dispatch system.
- Maintain, and upgrade as necessary, the Patrol Operations Center secondary alarm station systems and communications multiplexers, and the PFP Central Alarm Station systems. The Contractor shall also provide management and oversight of intrusion detection systems installation and maintenance activities (e.g., SNM related detectors and alarm systems).
- Routinely pursue activities that identify SAS technology improvement/upgrade needs; evaluate commercially available products that may enhance Hanford capabilities; and monitor equipment installed at any testing facilities to assess its reliability over an extended period of time.

Entry/Access Control

The Contractor shall

- Provide management and oversight of entry and access control systems, including installation, administration, and maintenance activities.
- Perform maintenance of facility entry and access control systems (including search equipment used for prohibited articles and SNM) to ensure protection of SNM, classified matter, and government property.
- Develop and maintain a random search/security badge inspection program, host-visitor requirements, a prohibited articles policy, and provide program documentation in Hanford SAS procedures.

Explosive Detection

The Contractor shall:

- Provide systems maintenance for the explosives detectors on the Hanford Site; conduct preventive and corrective maintenance for detectors and support equipment; and procure maintenance materials and consumable supplies.
- Procure, train, maintain (veterinary services, kenneling, etc.) and use K-9's for explosive detection.

Locksmith Services

The Contractor's Locksmith Program shall include installation, replacement, and maintenance of locks, keys, and access control systems for the protection of nuclear materials (including SNM), facilities with radiological/toxicological sabotage concerns, and classified matter and government property.

The Contractor shall maintain a cost-effective inventory of locking hardware and devices, key stock, and spare parts to support Hanford Site security requirements where long-lead procurements will be involved.

Engineering and Maintenance

The Contractor shall design and maintain physical security and access control systems for all Category I and II SNM locations, radiological/toxicological targets, and industrial security activities.

The Contractor shall:

- Design security system upgrades for existing facilities with changing requirements, and modify and maintain installed systems to prolong system life or improve efficiency.
- Design security systems for new facilities based on DOE specifications, risk assessments, and project operations. Security systems requirements shall be included in the functional requirements document and facility design reviews.
- Coordinate roles and responsibilities with other Hanford contractors such that proposed changes to security configurations/systems in their facilities or affected operations are coordinated, integrated and approved by the MSC.
- Maximize the use of select technology to increase the efficiency of protective forces.
- Install new security systems to ensure compliance with engineering specifications and DOE reliability requirements with minimal need for recurring expenses (e.g., one-time purchase of remote-operated weapons systems).
- Perform preventive maintenance and correct system failures to maintain a high degree of reliability and up-time for security systems.
- Implement compensatory measures in a timely fashion for security systems that are, or become, unavailable for whatever cause, including notification to DOE of implementation of said compensatory measures.

<u>Boundaries, Constraints, and Interfaces:</u>

Boundaries and Constraints: None.

Contractor interfaces include SAS contractors at other DOE sites to share technology advances in physical security systems.

C.2.1.1.3 Information Security

Background:

The Hanford Site has over 36,000 items of classified matter; several hundred thousand items of unclassified but sensitive matter, and processes, handles, or generates 500 items of classified and many thousand sensitive items every year. Participant involvement for Information Security runs the gamut from every Hanford employee (e.g., Official Use Only [OUO] and Operation Security [OPSEC] topics), to the small cadre (~40) of Derivative Classifiers associated with the identification of classified information. The Information Security activities support all DOE prime contractors, their subcontractors, and any other lower tier subcontractors, throughout all portions of the Hanford Site.

Key Customers:

- DOE-RL
- Occupational Medicine Services Contractor
- PRC
- RCCC
- TOC

General Scope and Outcome:

The Contractor shall have a centralized Information Security program that collaborates with other Hanford Site contractors and consists of OPSEC, Classified Matter Protection and Control (CMPC), Classification, Declassification, and Unclassified Controlled Nuclear Information (UCNI), OUO, Technical Surveillance Countermeasures (TSCM), and critical infrastructure. This scope includes the operation and management of the Classified Document Control Center and classified information in the Records Holding Area.

The desired outcome is an Information Security program that is compliant with DOE requirements and assures the protection of sensitive and classified information and materials on the Hanford Site.

Detailed Scope and Requirements:

The Contractor shall be responsible for identifying and protecting classified and unclassified sensitive information generated, processed and stored for the Contractor's own workscope and support other Hanford Site contractors, and their subcontractors, as delineated within these sections. The Contractor shall develop procedures/processes to assure compliance with DOE directives through Hanford Site-wide policies and procedures for specific programs within Information Security. The Contractor shall integrate all components of the Information Security program into a cost-effective series of mutually supporting programs.

OPSEC

The Contractor shall appoint an OPSEC Program Coordinator to manage the OPSEC program for the Hanford Site, as well as for the MSC. In general, Hanford contractors (e.g., PRC, TOC)

have the responsibility for day-to-day OPSEC implementation and to perform the necessary management and support functions required for an effective OPSEC program for their companies consistent with the MSC's overarching OPSEC program.

For the Hanford Site, the Contractor shall:

- Implement a Hanford Site-wide program to assure that sensitive information is protected from compromise and secured against unauthorized disclosure.
- Assure conformity of implementation with OPSEC standards and requirements by the performing Hanford Site contractors.
- Annually review and update the Critical Information List to ensure it reflects current assets, threats, operations, and other relevant factors.
- Conduct OPSEC assessments of all Hanford Site facilities having Category I SNM (or credible roll-up to Category I SNM) and conduct OPSEC reviews of all Hanford Site facilities that have the potential to process or store classified or sensitive information.
- Provide security overview for export control information, applied technology and other sensitive unclassified information.

CMPC

- The Contractor shall:
- Appoint a CMPC coordinator to administer the CMPC program for the Hanford Site.
- Assure that a system of procedures, facilities, and equipment are in place to protect and control classified matter that is being generated, received, transmitted, used, stored, reproduced, or destroyed in accordance with DOE directives.
- Support asset protection reviews for facilities that contain classified matter and maintain an updated list of security containers, locations, and custodians.
- Approve copiers and shredders used in classified document reproduction or destruction; continuously reduce unneeded classified matter; and investigate any and all potential or actual compromises of classified information.
- Provide CMPC training.
- Assure that all cleared employees receive initial and annual CMPC refresher training on or before their required due date.

Classification, Declassification, and UCNI Program

The Contractor shall nominate a Classification Officer (approved by DOE-RL and DOE-HQ) to manage and conduct the Classification, Declassification, and UCNI Program for the Hanford Site. The Contractor's Classification, Declassification, and UCNI Program shall support other Hanford Site contractors and subcontractors in determining the proper classification of information. The Contractor shall ensure 100 percent (%) review and identification of all documents generated in a potentially classified subject area to assure that the information is appropriately classified, marked, disseminated, and stored.

The Contractor shall:

- Coordinate the declassification of Hanford Site documents and Hanford legacy documents, as necessary.

- Assure their management, as well as, other on-site contractor management are informed of potentially classified subject areas and inform employees of sensitive and potentially classified topical areas.
- Assure that appropriate classification guidance is available to all Hanford Site organizations that are potential generators of classified information.
- Assure that a sufficient number of Derivative Classifiers are appointed, approved (by the Contractor's Classification Officer), and trained within applicable Hanford Site organizations and have sufficient classification guidance available to perform their duties.
- Assure that a sufficient number of Derivative Declassifiers are appointed, approved, and trained within applicable Hanford Site organizations to conduct the declassification reviews required by statute, Executive Order, or DOE direction.
- Assure that a sufficient number of Reviewing Officials are appointed, approved (by the Contractor's Classification Officer), and trained within applicable Hanford Site organizations to conduct appropriate reviews of potential UCNI, and have sufficient UCNI topical guidance available to perform their duties.
- Complete an annual Accountable Matter Inventory by October 31st of each year, and provide the DOE-RL Classification Officer with the number of Derivative Classifier documents reviewed (to include document categories) on a quarterly basis.

The Contractor shall operate and manage a single Classified Document Control Center, including a Classified Records Holding Area for the proper receipt, storage and maintenance, distribution, control, protection and disposition of all classified matter produced, and received for all Hanford Site contractors, DOE, and other government or contractor entities, as directed. The Contractor shall prepare working procedures that include management of designated accountable classified removable electronic media (ACREM); classified Records Holding Area operation; and general receiving, processing, distributing (including all means of mailing), copying, scanning, and destruction of classified matter.

The Contractor shall retrieve classified matter transmitted by U.S. Postal Service Registered Mail from the Post Office on all Government workdays.

The Contractor shall conduct a weekly ACREM inventory of the Classified Document Control Center and of the Communications Center. The Contractor shall maintain statistical data (documents generated, destroyed, received, transmitted, etc., by entity).

OUO

The Contractor shall manage, integrate, and oversee implementation of a common Hanford Site-wide OUO program that includes identification of sensitive unclassified information as OUO.

The Contractor shall:

- Assure conformity of implementation with OUO standards and requirements by the performing Hanford Site contractors.
- Coordinate and perform OUO education and awareness.
- Ensure all MSC documents released to the public or assigned a formal document number and tracked in a document control system, are reviewed for OUO. This includes

documents released to the public that are not given a formal document number (e.g., presentations, notices, press releases, information contained or posted on the internet, etc.).

Technical Surveillance Countermeasures (TSCM)

The Contractor shall:

- Appoint a TSCM officer. The TSCM officer interfaces with the Federal TSCM operations manager, and in general coordinates and manages the TSCM program, and dispositions TSCM findings.
- Identify all Hanford Site facilities that qualify for TSCM services to support processing of classified information and shall coordinate TSCM services with the target facility and DOE as outlined in the DOE TSCM Procedural Guide (classified).
- Ensure that classified conference rooms are established, approved, and maintained in accordance with DOE directives.
- Keep the number of classified conference rooms to the minimum necessary to effectively conduct business activities.

Critical Infrastructure

The Contractor shall ensure information systems critical to Hanford's mission requiring protection from internal and external threats are maintained. The Contractor's program shall include identification of critical systems, (e.g., process control systems, fire alarms/systems, criticality alarms, security systems, telephone switches, network components, etc.); and evaluation of the protection afforded to each system.

The Contractor shall assure organizations responsible for each system adequately protect those systems.

<u>Boundaries, Constraints, and Interfaces:</u>

Boundaries and constraints:

- DOE will be responsible for the maintenance and management of the DOE Federal OPSEC and CMPC programs.
- The Contractor classification responsibility shall be limited to documents generated by Hanford contractors, both current and in the past (may be in long-term storage).
- DOE has authority over Contractor-generated information, if the need would occur.

Contractor interfaces: PRC, TOC, RCCC, and PNNL

C.2.1.1.4 Personnel Security

<u>Background:</u>

The Personnel Security function for the Hanford Site involves ~7000 un-cleared badged employees, ~2000 cleared badged employees, ~420 enrolled Human Reliability Program (HRP) personnel, ~500 Workplace Substance Abuse Program (WSAP) personnel, ~120 U.S. Department of Transportation (DOT) personnel, ~300 unclassified Foreign National Visits and Assignments (FNVA) per year, and investigation and processing of ~500 employees per year.

The Personnel Security scope of work supports all DOE prime contractors, their subcontractors, and any other lower tier subcontractors at the Hanford Site.

Key Customers:

- DOE-RL
- DOE-ORP
- Occupational Medicine Services Contractor
- PRC
- RCCC
- TOC
- WTP

General Scope and Outcome:

The Contractor shall provide a centralized Personnel Security Program. The elements of the program shall include all aspects of the Access Authorization (Clearance) Processing Program, HRP; WSAP, central badging, the Unclassified FNVA Program, and official foreign travel. The PRC and TOC are responsible for identification of individuals requiring badges, clearances, HRP or WSAP processing, and providing this information to the MSC; and developing internal implementing procedures for these activities.

The desired outcome is a Personnel Security function that provides access authorizations, badges, and other elements of the Program reliably and efficiently such that employee access to information/facilities in the execution of their assigned duties on the Hanford Site is readily obtained, while ensuring national security and protection of classified information and SNM.

Detailed Scope and Requirements:

The Contractor's Personnel Security Program shall include the following:

Access Authorization (Security Clearance) Processing Program

The Contractor shall:

- Process all security clearances in support of Hanford Site contractors. These activities include requesting, obtaining, maintaining, downgrading and terminating security clearances, including "Special Access" privileges (e.g., SIGMA). The clearance processing program shall include reviews of each requested clearance action to ensure adequate justification exists and that reporting requirements are met.
- Review security clearance justifications on a periodic basis to keep the number of clearances to the minimum necessary for work execution. At least 95% of clearances shall be justifiable at any given time.
- Report to DOE in accordance with established DOE timeframes, all derogatory information, name changes, and other reporting requirements that pertain to cleared individuals.
- When requested by DOE, provide projections of security clearance investigations and associated costs (anticipated annually) for Hanford Site (contractor) personnel. The Contractor's clearance processing program shall include processes for obtaining security

badges, keys, proximity cards, etc., from terminating employees and coordinating with security operations to remove such individuals from automated access control systems.

- Obtain pre-employment/pre-clearance suitability investigation information on current and prospective employees of Hanford Site contractors and its subcontractors; and conduct pre-clearance suitability investigations on employees of other subcontractors performing work in support of Hanford Site work scope.
- Maintain files as necessary (hard copy and electronic) to support the above described activities.

Human Reliability Program (HRP)

The Contractor shall:

- Administer the Hanford Site HRP (excluding the DOE HRP). The Contractor shall serve as the focal point for coordination of activities between the DOE-RL HRP Approving Official, the on-site medical provider, management (e.g., MSC, PRC, etc.), industrial relations/human resources personnel, drug testing technicians, and others as necessary. The Contractor shall prepare an HRP management/implementation plan for DOE approval. The Contractor shall make notification of any HRP status change (e.g., disqualification/re-qualification, positive drug/alcohol test results, drug/alcohol testing for an occurrence or reasonable suspicion, failure to report for drug/alcohol testing, a security concern arises, etc.) to those entities as necessary.
- Notify DOE of HRP disqualifications, positive drug/alcohol test results, drug/alcohol testing for an occurrence or reasonable suspicion within four (4) hours.
- Provide a written description/report of the circumstances associated with an HRP status change to the DOE within one work day from the time of the incident.
- Initiate and track all activity associated with HRP personnel during the HRP review and approval process, and ensure completion of this process for each individual by the DOE-RL established due date. This includes maintaining both hard copy and electronic files for each HRP employee.
- Coordinate and track all Hanford Site drug/alcohol testing required by the HRP to include initial, random, annual, reasonable suspicion, and occurrence testing. The Contractor shall also ensure random testing (established by DOE-HQ) occurs at the rate required in accordance with 10 Code of Federal Regulations (CFR) 712, completion of all annual testing as required, and the conducting of off-shift testing at least once each month.
- Develop and administer the Hanford Site HRP training program (HRP initial and refresher training) for all HRP employees and their managers, and assure completion and documentation of training.

Workplace Substance Abuse Programs (WSAP)

The Contractor shall:

- Comply with requirements outlined in 10 CFR 707, *WSAP at DOE Sites*. The Contractor shall ensure applicable requirements outlined within DOT 40 CFR Part 40 (drug testing) and DOE Order (O) 3792.3, *Drug-Free Federal Workplace Testing Implementation Program* are incorporated in the overall *WSAP Implementation Plan*.
- Establish a program for all Hanford Site contractor employees in selected positions identified by the contractor which entail duties where failure of an employee to

adequately discharge his or her position could significantly harm the environment, public health or safety, or national security.

- Coordinate and track drug/alcohol testing for the Hanford Site contractors as required by DOT regulations.
- Develop procedures, and provide and coordinate records management for the implementation of WSAP to help maintain a workplace free from the use of illegal drugs. The Contractor procedures shall include detection of the use of illegal drugs for employees selected, and enrolled in, Testing Designated Positions. All positive results for illegal drug testing shall be reported to DOE concurrent with notification to the employer.
- Report all occurrence and/or reasonable suspicion testing regarding the WSAP to DOE within four (4) hours from the time the testing is ordered.

Central Badging

The Contractor shall:

- Provide badge services for the Hanford Site unless specifically excluded (e.g., responsibility has been contractually assigned to another DOE contractor) and manufacture, issue, destroy, control, and account for DOE Standard, Hanford Specific, Temporary, and Personal Identity Verification (if applicable) badges.
- Process and account for all security badges and track the disposition of badges, (e.g., lost, returned, etc.) for Hanford employees, contractors, visitors, vendors and others assigned to, or visiting, Hanford Site facilities consistent with any specific memorandums of agreement (e.g., WTP).
- Provide computer (hardware and software) systems, image capture equipment, printers, badge stock, and other infrastructure support items to the badging office located within the Federal Building.
- Control and maintain the Hanford Site Personnel Security Clearance Record (PSCR) system and the Digital Imaging System, complete any required database/hardware/software upgrades; and provide programming support when new badge configuration becomes necessary (e.g., Hanford Site-wide re-badge effort).
- Coordinate and initiate "STOP ACCESS" procedures as requested by DOE and other Hanford Site contractor authorized personnel; control and issue private vehicle passes for Property Protection Areas; and coordinate with satellite badging offices, as appropriate.
- Conduct fingerprinting in support of security clearance processing activities as required by DOE directives; coordinate with the FNVA Program office to assure requirements are met before badging any foreign nationals, and verify security clearance levels for cleared visitors from other DOE sites before granting access to limited or protected areas.

Unclassified Foreign National Visits and Assignment (FNVA)

The Contractor shall:

- Administer the FNVA Program for the Hanford Site in accordance with CRD O 142.3A, *Unclassified Foreign Visits and Assignments*.

- Approve security plans for foreign national visitors to Hanford Site security areas and coordinate all FNVA requests with the host, OPSEC, DOE Counterintelligence, management, and DOE-RL or DOE-ORP to assure identification of potential concerns and resolution before approval of the visit/assignment.
- Enter badge requests for approved visits/assignments into the badging database and prepare an unescorted access credential if a foreign national is approved for unescorted access.
- Conduct FNVA Host training and assist other Hanford Site contractors, as necessary, in the development and coordination of FNVA security plans.
- Enter visit and assignment information into the DOE visits and assignments database and Hanford FNVA database; maintain records of visits and assignments; and, prepare reports as requested.

Official Foreign Travel

The Contractor shall:

- Administer their Official Foreign Travel Program in accordance with CRD O 551.1B, *Official Foreign Travel.*
- Prepare procedures to implement the CRD and appoint an Official Foreign Travel Administrator to manage the program.
- Comply with all aspects of the CRD to include submittal of projections of potential foreign travel, and all official foreign travel requests packages to DOE for review and subsequent submittal to DOE-HQ for approval in accordance with established timeframes, prior to any official foreign travel.

<u>Boundaries, Constraints, and Interfaces:</u>

Boundaries and constraints:

- DOE will conduct pre-employment checks on Federal personnel and manage the HRP of Federal employees.
- WTP and RCCC conduct pre-employment checks on their employees.
- Central badge support to the Federal Building shall be limited to procurement, installation, and maintenance of computer (hardware and software) systems, image capture equipment, printers, badge stock, and other infrastructure support items; manpower and employee support is a non-MSC function controlled by a separate prime contract to the DOE.

Contractor interfaces: None

C.2.1.1.5 Nuclear Materials Control and Accountability (MC&A)

<u>Background:</u>

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

MC&A program comprise responsibilities in domestic safeguards, international safeguards (e.g., International Atomic Energy Agency [IAEA]), bilaterial/multilaterial treaties or safeguards initiatives, statistical services, and support to DOE-HQ programs, as coordinated through DOE-RL.

Key Customers:

- DOE-RL
- DOE-ORP
- PRC
- RCCC
- TOC

General Scope and Outcome:

The Contractor shall manage and conduct a centralized MC&A Program for all accountable quantities of nuclear material on the Hanford Site.

The desired outcome is an MC&A program that provides credible positive assurance that Hanford Site nuclear materials are present in their stated quantities and locations, and those intentional or unintentional acts that would put at risk the nuclear material inventory are prevented/deterred, or detected and mitigated.

Detailed Scope and Requirements:

Integrate the MC&A program with other Hanford Site contractor plans, programs, and activities at all life-cycle stages, and all other elements of the SAS program. The MC&A program shall proactively factor in MC&A requirements, systems, and technologies in the planning, design, construction, and operation of new or renovated DOE facilities and activities.

The Contractor shall:

- Create, maintain, and provide a single, integrated *MC&A Plan* for use by Hanford Site contractors performing MC&A activities.
- Assign a Manager of MC&A as the Hanford Site MC&A management official and MC&A interpretive authority, organizationally independent from operations and programs/projects, with overall responsibility for MC&A.
- Appoint Nuclear Material Representatives (NMR) and NMR alternates to oversee the control and accounting of all reportable quantities of nuclear materials.
- Assure training and qualification of all personnel performing MC&A functions, including Hanford Site contractors and other subcontractors (at the time of initial assignment and retraining as described in DOE requirements or the *MC&A Plan)*.
- Assure that all employees performing MC&A related duties receive annual MC&A refresher training on or before their required due date.
- Approve and periodically evaluate nuclear materials custodians for approved Material Balance Areas (MBAs) under the Hanford Site contractor(s) where nuclear materials are stored, processed, or used.

- Monitor nuclear material transfers and use; ensure categorization and protection is maintained for MBAs; evaluate loss detection elements and material control alarms.
- Monitor and evaluate material control activities such as access control, portal monitoring, and daily administrative checks; negotiate shipper/receiver agreements, and observe external (off-site) transfers (may include on-site transfers as determined by the MSC).
- Provide the final authorization for shipments offsite, and processing or new/modified storage arrangements of Category I through IV nuclear materials.
- Provide nuclear materials accounting and reporting services for all Hanford Site nuclear material both active and inactive (e.g., "V-RIS") and be responsible for official nuclear material inventory, including discrepancy reconciliation. Maintain backups of nuclear material accounting database information and associated programs. Enter information into the Local Area Network Material Accountability System, produce reports and ad hoc inquiries, maintain and protect nuclear material accountability records, and evaluate inventory.
- Ensure accounting and measurement records/reports are complete and accurate.
- Facilitate and coordinate MC&A activities with other Hanford Site contractors to include subcontractors, and review and approve MC&A related procedures (e.g., nuclear materials access, handling, storage, etc.).
- Coordinate MC&A application to nuclear materials unearthed, exhumed, retrieved, recovered, or removed from waste sites, where required.
- Support and facilitate nuclear material transfers, required interfaces and agreements, documentation, shipping and handling, etc., for other Hanford contractors' nuclear material disposition programs, to include previously safeguards terminated nuclear material inventory.
- Purchase, regulate, and manage MC&A-controlled forms and Tamper Indicating Devices (TIDs) used by Hanford Site contractors and their subcontractors. Account for all MC&A TIDs and controlled Forms in storage or use.
- Provide nuclear materials measurement system approvals and measurement system control requirements for all Hanford Site MC&A nuclear materials measurement activities.
- Regarding Nuclear Materials Management and Safeguards System (NMMSS) maintain an error rate of ≤ 2% in facility submissions of transaction data to the NMMSS.
- Monitor measurement control information; collect and analyze measurement control information; calculate control limits and monitor equipment performance against those limits; qualify measure equipment/methods and review measurement procedures; calculate and publish acceptance/rejection criteria for accountability/verification/-confirmation measurements; and evaluate shipper/receiver differences.
- Ensure periodic inventories are conducted by nuclear material custodians and serve as the lead scheduler for inventories consistent with the programs/projects integrated schedules.
- Prepare inventory sampling plans and coordinate and observe inventories; request and observe inventory measurements; evaluate inventory measurement data; calculate and evaluate any inventory differences and the limit of error.
- Perform safeguards occurrence investigation and reporting.

- Conduct approximately four (4) special studies per year as requested by DOE and other Hanford Site contractors.
- Consistent with the Contractor's Information Security procedures, train classified computer users for MC&A-related data handling.

The Contractor shall be the primary point-of-contact and coordinate with the involved-Hanford Site contractors on IAEA-related activities. The Contractor, in cooperation with other affected Hanford Site contractors, shall provide information flow between them and the DOE/IAEA; host and escort IAEA inspectors while on the Hanford site; organize and plan IAEA related activities; organize IAEA related briefings; maintain all IAEA inspector records related to radiation exposure, training, and access authorization, and create and maintain inspection records. The Contractor shall prepare IAEA nuclear material reports, prepare and distribute reports on inspection activities, and maintain the Design Information Questionnaire report.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints:

- The Contractor shall not be a possessor of nuclear materials; should the need arise to be a custodian of nuclear material, registration and approvals will be required.

Contractor interfaces: None

C.2.1.1.6 Cyber Security

Background:

Unclassified computing at the Hanford Site is primarily conducted on the Hanford Local Area Network (HLAN). The HLAN is the central electronic communications network that provides computing infrastructure to DOE-RL, DOE-ORP, and the majority of their respective prime contractors and their subcontractors. The current contractor's classified information systems are comprised of five (5) interconnected systems, and nine (9) standalone desktop systems (~25 workstations). There are 52-trained users on the classified systems.

Key Customers:

- DOE-RL
- DOE-ORP
- Occupational Medicine Services Contractor
- PRC
- TOC

General Scope and Outcome:

The Contractor shall provide a centralized Cyber Security Program, integrated with the Network Services portion of Section C, *Statement of Work*, for the Hanford Site. The Cyber Security Program scope includes, but is not limited to, Classified Cyber Security, Unclassified Cyber Security, and Telecommunications Security.

The desired outcome is a cyber security system at the Hanford Site that ensures no degradations of performance, disruptions or compromises, including impacts to users, by

ensuring the confidentiality, integrity, and availability of cyber security components and information.

Detailed Scope and Requirements:

The Contractor shall establish, manage, integrate, and execute a variety of processes and services that collectively make up the Cyber Security Program. The Contractor shall collaborate with other Hanford Site contractors to ensure that compliance with DOE requirements are maintained and implemented consistent with the overall Cyber Security Program.

Classified Cyber Security

The Contractor shall:

- Appoint a Classified Information Systems Security Site Manager (ISSM) to conduct the Classified Cyber Security Program for the Hanford Site.
- Identify all computers used by all Hanford Site contractors, and their subcontractors, that process classified information and implement a Hanford Site-wide program including administrative procedures and hardware/software security measures to ensure that all classified computers used to process classified information can protect that information against loss, improper use, compromise, or unauthorized alteration or modification of classified information as required by DOE directives.
- Ensure that all computers used for classified processing are properly certified and accredited in accordance with CRD M 205.1-4, *National Security System Manual.*
- Implement hardware operational changes within six (6) months or less of formal DOE classified hardware specifications changes.
- Maintain approved *Classified Information Systems Security Plans* (ISSP) for each classified information system with record copies held by Classified Information Systems Security Officers.
- Implement a classified computer security training program and assure training is completed for all users of classified computer systems.
- Ensure that a Classified Information Systems Security Officer (ISSO) is appointed for each classified computer system, and train all Hanford Computer System Security Officers in their responsibilities as defined by DOE directives and coordinate their ongoing activities.
- Coordinate with the DOE-RL Information Systems Security Operations Manager (ISOM) as required to facilitate classified computer systems security issues and incident reporting.
- Ensure that not more than 1% of all detected cyber security incidents are caused by improperly configured access controls or physical security failures.
- Provide DOE with a monthly Cyber Incident Report that includes both classified and unclassified security incidents within 14 calendar days of the following month.

Unclassified Cyber Security

The Contractor shall:

- Implement a centralized Hanford Unclassified Computer Security Program establishing the Hanford policies and practices for Government-owned unclassified cyber resources.

This Program shall be in accordance with the *Office of the Under Secretary of Energy Program Cyber Security Plan* (US PCSP).

- Program elements will be documented in a *Hanford System Security Plan* (SSP), as outlined in the US PCSP.
- The SSP describes the Hanford Management, Operational, and Technical (MOT) Security Controls conforming to National Institute for Standards and Technology (NIST) Special Publication 800-53, *Recommended Security Controls for Federal Information Systems, Moderate Baseline*).

- The Contractor shall have formal procedures addressing each NIST Special Publication 800-53 control family.
- Ensure that, at any given point in time, at least 99% of the computer system security configuration settings are set to authorized values (e.g., control CM-6 in NIST SP 800-53 as modified by the US PCSP).
- Maintain current risk assessment documentation associated with every computer application used by the Contractor.

The Hanford SSP, risk assessment documentation, and NIST SP 800-26 self-assessments will be entered into the Risk Assessment Management System (RAMS), a secure Internet application maintained by the DOE Office of Environmental Management (EM).

The Contractor shall provide DOE a NIST SP 800-26 Self-Assessment on an annual basis; the Contractor shall also provide DOE a *Report of the Annual Test of the Continuity of Operations Plan* (COOP) on an annual basis. Every three (3) years a certification package must be prepared and delivered to DOE.

Telecommunications

The Contractor shall:

- Integrate the Communications Security (COMSEC), Protected Distribution System, and TEMPEST/Transmission Security programs of Telecommunications Security for all Hanford Site contractors and shall generate or approve policies and procedures implementing these programs for the Hanford Site based on provisions of applicable DOE requirements. In general the Contractor shall:
  - Appoint a COMSEC Control officer, COMSEC custodian and alternates, TEMPEST/Transmission Security coordinator, and operate the Secure Communications Center in accordance with Contractor-approved standard operating procedures.
  - At a minimum, oversee the use of cryptographic equipment; ensure adequate protection of keying material; maintain appropriate accountability of COMSEC material; and install and operate appropriate communications hardware/software to provide protection to Hanford Site cyber systems.
  - Conduct a Transmitter Review (for all transmitting devices near classified information systems) on an annual basis.

<u>Boundaries, Constraints, and Interfaces:</u>

Boundaries and constraints:

- Systems used by several DOE Hanford contractors (WTP, RCCC) and PNNL are operated independently of the HLAN, but maintain connections to the HLAN. The

Contractor shall treat independent area networks (e.g., PNNL, WTP, RCCC) as "untrusted" entities for purposes of firewall configuration.

Contractor interfaces: None

C.2.1.1.7 SAS Program Management

Background:

SAS Program Management scope includes elements, such as SAS program planning, oversight, and administration; security conditions; SSSP and other SAS plans; vulnerability assessments; design basis threat (DBT); performance assurance; and surveys, reviews, and self-assessments.

Key Customers:

- DOE-RL
- DOE-ORP
- Occupational Medicine Services Contractor
- PRC
- RCCC
- TOC

General Scope and Outcome:

The Contractor shall establish, manage, integrate, and execute, a variety of processes and services that collectively make up the SAS Program Management elements. The elements of the program shall include, but are not limited to those described below.

The desired outcome is a well-planned, budgeted, managed and executed SAS Program that effectively and uniformly protects security interest/assets on the Hanford Site.

Detailed Scope and Requirements:

The Contractor shall:

- Establish a centralized SAS Program Management function for the Hanford Site within the Contractor organization to the maximum extent possible, collaborating with other Hanford Site contractors to assure that compliance with DOE requirements are maintained and implemented consistently.
- Within one (1) work week of notification of formal change(s) from DOE, commence execution of any changes to SAS requirements, processes, or procedures to affected Hanford Site contractors, and track changes through completion.

SAS Program Planning, Oversight, and Administration

The Contractor shall:

- Provide overall management and assessment of the SAS Program taking a lead role in coordinating and integrating SAS operational planning activities on a Hanford Site-wide basis.

- Continually evaluate business and technical approaches to optimize SAS operations; and function as the primary interface with DOE on SAS routine operations and issues.
- Provide SAS program planning; collection/integration of SAS information and needs from all users; ensure SAS is well integrated with other Hanford Site projects` baselines; report monthly SAS performance (to include analysis of cost performance); and report other performance information as required by DOE-RL.
- Provide annual and ad hoc program planning documents and budget formulations; and SAS program-level reports and presentations as requested by DOE approximately six times per year.
- Develop and maintain a plan to address the cost-effective transition to, and implementation of, an industrial security posture to meet Hanford's needs of the future. The plan shall identify long-term goals and actions for Hanford's industrial security approach, while meeting near-term requirements. The long-term approach shall allow maximum flexibility and scalability using generally accepted security practices.
- Reduce/adjust SAS scope and personnel commensurate with changes in the Hanford Site cleanup progress, off-site shipping of SNM (e.g., PFP), etc., within four (4) months of the change (excludes changes that require a significant increase in SAS scope).
- Perform Canister Storage Building/200 Interim Storage Area security upgrades for the purpose of storing the slightly irradiated fuel (Category I SNM) from PFP in accordance with DOE direction and/or approved implementation plans.
- Increase/adjust SAS scope and personnel in accordance with the baseline needs of the projects (e.g., possible changes to safeguards categories and attractiveness levels, etc.). For upgrades to security systems associated with new and/or existing facilities see Section C.2.1.1.2, Engineering Maintenance.
- Evaluate and implement technology, when reasonable, into the SAS Program to continually increase efficiency, reduce manpower resources, where reasonable, and reduce the cost of SAS in support of Hanford Site projects, activities, and facility-specific applications.
- Serve as a single point-of-contact to the DOE-RL for day-to-day SAS operations activities and overall Hanford Site security posture; and coordinate DOE SAS tours, as required.

Security Conditions

The Contractor shall:

- Conform to the DOE Security Conditions (SECON) system that has been aligned with the Homeland Security Advisory System.
- Implement appropriate levels of protective measures in response to a malevolent or terrorist threat to any or all DOE facilities, assets, and personnel.
- Coordinate and integrate standardized protective measures for a wide range of threats and help disseminate appropriate, timely, and standardized information for the coordination and support to other Hanford Site contractors in the event of a crisis or emergency.

SSSP and Other SAS Plans

The Contractor shall:

- Develop a single Hanford Site-wide SSSP for DOE-RL.
- Lead the development of the SSSP with participation from other Hanford Site contractors to provide assurance that SAS measures address identified threats and risks.
- Review the SSSP on an annual basis and update, as necessary.
- Lead and develop other SAS plans in accordance with DOE requirements (e.g., *SAS Resource Plan*) or as necessary based on emergent work approximately four (4) to six (6) times per year.

Vulnerability Assessments

The Contractor shall:

- Develop, prepare, maintain and update vulnerability assessments (VAs), security analyses, technology evaluations, implementation plans, feasibility reports and special SAS studies as required for the Hanford Site, and provide this information to DOE as developed and finalized. Scoping, creation, modeling, validation, etc, shall fully involve and be coordinated with other Hanford Site contractors.
- Routinely (e.g., quarterly) assess the basis and assumptions of VAs and security plans/documents to maintain their currency consistent with planned and actual program/project changes on the Hanford Site by others, and in accordance with approved update schedules.
- Maintain VAs current with changing Hanford Site conditions.

Design Basis Threat (DBT)

The Contractor shall:

- Implement an integrated set of Hanford Site-specific SAS actions, technologies, procedures, and processes to effectively comply with DOE DBT requirements, and any specialized instructions or directions from DOE-RL.
- Ensure that DBT implementation is aligned and up-to-date with the most current Hanford projects/activities.
- Document DBT implementation actions and plans, and submit to DOE for approval.

Performance Assurance

The Contractor shall:

- Develop and integrate a Hanford Site-wide Performance Assurance Program Plan (PAPP) as part of the SSSP.
- Ensure that the PAPP validates performance of all essential SAS protection elements both internal to the Contractor and external to the Contractor, as necessary, dependent on involvement of other Hanford Site Contractors.

Surveys, Reviews, and Self-Assessments

The Contractor shall:

- Conduct self-assessments and SAS performance tests of all SAS program elements.
- Provide oversight of the SAS critical system elements, and management assurance that risk of hostile events that could affect national security or the health and safety of on-site employees, the public, or environment can be either prevented or mitigated.
- Conduct FOF performance exercises in accordance with approved schedules to validate risk and vulnerability status to support the facility VA and SSSP revisions.
- Identify, report, and document Facility/Program specific and Hanford Site risk and, if risk is unacceptable, identify mitigating or cost-effective prevention strategies. If mitigation or compensatory measures are not recommended, DOE is the only entity that can accept the corresponding risks. The Contractor shall provide cost estimates for security upgrades associated with mitigation strategies to DOE.
- Coordinate the SAS corrective action management program, perform root cause analysis to determine the source of the condition requiring corrective action, track corrective action plans and closure dates, validate corrective action closure and determine effectiveness of corrective actions.
- Maintain a Safeguards and Security Information Management System (SSIMS) node regarding, but not limited to, surveys, corrective actions, quarterly updates, registration of facilities, and verification of classified mailing addresses.
- Support DOE safeguards and security inspections and surveys of Hanford Site contractors.
- Support DOE-HQ and other Government reviews (e.g., Government Accountability Office [GAO]).
- Provide qualified personnel to augment the DOE-HQ Composite Adversary Team as directed by DOE approximately three (3) to four (4) times per year.

Foreign Ownership, Control, or Influence (FOCI)

The Contractor shall fulfill their FOCI responsibilities and provide assistance, as requested, to other Hanford Site contractors.

Facility Clearance and Registration

The Contractor shall:

- Coordinate all Hanford Site contractor facility clearances regarding security interest/classified activities.
- Provide assistance for the input of facility clearance information into the SSIMS; coordinate completion of the FOCI/Facility Clearance package prior to submittal to DOE; and provide assistance and support, as requested, to other Hanford Site contractors for other related facility clearance and registration actions.

SAS Training

The Contractor shall:

- Ensure personnel involved with SAS duties are trained to a level of proficiency and competency so that they are qualified to perform assigned SAS tasks and responsibilities.
- Use and integrate DOE National Training Center resources and assistance in the development and instructional needs for personnel involved with SAS implementation.
- Obtain and maintain a DOE-validated Training Approval Program to ensure training programs conducted by organizations other than the National Training Center will meet established objectives, standards, and criteria.

SAS Awareness

The Contractor shall

- Administer the Hanford Site Security Awareness Program for all Hanford employees, sub-contractors, and visitors.
- Coordinate with DOE-RL, DOE-ORP and other Hanford Site contractors to maintain awareness of site-wide security issues/topics and incorporate them into the Security Awareness Program, as appropriate.
- Conduct security training for all permanently badged employees on an initial and annual frequency to maintain appropriate levels of awareness and commensurate with their work assignments and access authorization level (e.g., CMPC training covering topics such as generation and marking, physical protection and storage, reproduction, accountability, etc.).
- Provide the security training (initial and refresher) module for adaptation into the Hanford General Employee Training (HGET) system; and assure annual security refresher training (general or CMPC) is completed on or before the required due date for all Hanford Site cleared individuals.
- Ensure proper emphasis is placed on awareness education of the Incidents of Security Concern program requirements, especially the identification, categorization, and timely reporting elements.
- Ensure that the SAS Awareness Program includes objectives designed to meet site-specific needs and Federal requirements. Employee awareness shall be assessed at least annually to ensure that understanding of the SAS Program continually improves. For purposes of assessing employee awareness, legitimate representative sampling can be used as an acceptable method to assess the progress of the employee population as a whole.
- Develop and provide security comprehensive briefings for all personnel who hold an active Hanford Site security clearance; and maintain a SAS intranet web site accessible for all Hanford Site employees.
- Schedule all employees for comprehensive security awareness orientations within one working day from security clearance/access authorization grant/reinstatement. When access authorization grant/reinstatements occur after 1:00 p.m., scheduling of the briefing must occur no later than close of business the next workday.
- Provide supplementary SAS awareness activities and briefings (e.g., at staff and safety meetings across the Hanford Site) in addition to the initial, refresher, and termination briefings upon request of DOE or other Hanford Site contractors.

Classified Visits

The Contractor shall coordinate and manage the Hanford Site-wide Classified Visits program and processes. Regardless of the Hanford Site Contractor performing organization, the Contractor's Classified Visits program shall function seamlessly. The Program shall require that only persons with the appropriate access authorizations and need-to-know receive access to classified information or matter in connection with visits involving the release or exchange of classified information or matter.

Deviations

The Contractor shall develop and manage Hanford Site-wide plans and procedures for identifying, evaluating, and processing deviations to SAS requirements. Deviations shall be thoroughly scrutinized as to their justifications. Deviations shall be applicable and unique to the project/program scopes of work, should be cost-effective, ensure appropriate levels of security where necessary and used judiciously when other viable means to meet requirements would not be in the best interest of the spirit and intent of the DOE SAS program.

Incidents of Security Concern

The Contractor shall:

- Provide centralized procedures and processes for timely identification and notification, response, inquiry, reporting, and closure actions for Hanford Site incidents of security concern (includes incidents of security concern by all Hanford contractors).
- Be responsible for investigation of security incidents involving SNM, security areas, classified information, and prohibited articles.
- Initiate inquiries (investigations) for "incidents of security concern" (e.g., incidents involving SNM, security areas, classified information, etc.) within eight (8) working hours subsequent to the determination that an incident has occurred.
- Determine root causes for "incidents of security concern" and initiate/facilitate corrective actions; administer a Security Infraction Program including issuing infraction reports, security incident notices, and management inquiries; maintain an incident database; and trend security violations.
- Prepare a quarterly trend analysis report on Hanford Site-related security incidents, and prepare and submit to DOE-RL a monthly impact measurement index (IMI) – 4 Summary.

SAS Environmental, Safety, Health and Quality (ESH&Q)

The Contractor shall:

- Provide SAS ESH&Q management and oversight in support of the SAS program for the Hanford Site program/project activities. This support includes coordinating and monitoring all SAS ESH&Q activities; interfacing with physicians and health care consultants; conducting and facilitating SAS incident/accident investigations; document review and approval; and preparation of site and corporate reports.
- Develop and implement SAS programs and initiatives, in accordance with the Integrated Safeguards and Security Management Policy.
- Serve as the liaison to Federal, state, and other organizations concerning SAS ESH&Q.

Technical Security

The Contractor shall

- Be responsible for evaluating, integrating, designing, and maintaining SAS technology for the Hanford Site to protect SNM, classified information, facilities, government assets, and personnel located within the confines of the Hanford Site and off-site leased facilities.
- Prepare technical evaluations, implementation plans, and feasibility reports in support of technology evaluations.

SAS Participatory Activities

The Contractor shall:

- Provide technical expertise and services to DOE, and collect data and prepare documents, including participating in SAS DOE quality panels, workshops, committees, etc., to further advance and improve SAS processes, procedures, policies and cost efficiencies across the DOE complex.
- Support DOE-HQ Quality Panels/Working Groups/Committees approximately two (2) to four (4) times per year for each SAS element.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints: None.

Contractor interfaces include other DOE SAS contractors, throughout the DOE complex to share technology development, and attendance at DOE Quality Panels/Committees.

C.2.1.2 Site Training Services and HAMMER

Background:

The Site Training program provides training facilities, curriculum, and training delivery services to the Federal, contractor, and sub-contractor employees in support of the Hanford and PNNL missions consistent with the DOE, local, State, and Federal workforce training requirements. The program includes not only established courses, but "just in time" training necessary to meet specific mission needs or resolve issues adversely affecting the missions. The program includes training facility management, business management, conduct of training, brokering of training services, development of requirements and standards, and training records management, scheduling, and registration.

Key Customers:

- DOE-RL
- DOE-ORP
- DOE-Pacific Northwest Site Office (PNSO)
- DOE-HQ (EM, Office of Enforcement (OE), and NNSA)
- PNNL
- All Hanford Site contractors and subcontractors

- Third parties through Work-For-Others (e.g., Washington State National Guard, U.S. Department of Homeland Security)

General Scope and Outcome:

The Contractor shall provide an efficient and performance-based training program and maintain the Volpentest Hazardous Materials Management and Emergency Response (HAMMER) Training and Education Center in a "ready-to-serve" capacity as the primary training facility for the Hanford Site. The program is to enable accomplishment of the customers' missions in the most cost-effective manner: (1) without injury to the workers or the public; (2) while meeting regulatory requirements; and (3) consistent with the principles of quality assurance, Integrated Safety Management (ISM), and the Voluntary Protection Program (VPP).

The Contractor shall develop and implement Training Implementation Matrices Program (TIM) that complies with DOE O 5480.20A (current revision at time of Contract award) upon request from Hanford Site contractors.

Additionally, HAMMER shall be fostered as a national and regional training asset that serves other non-DOE, local, State, regional, and national needs in such areas as disaster recovery, emergency response, transportation, fire protection, law enforcement, and military readiness. The objective for HAMMER is to continue to reduce the dependency on EM for facility operation and maintenance costs as the cleanup mission progresses, and that non-Hanford business at HAMMER increases each year following Contract award, with a decreasing EM cost of facility operation each year.

The desired outcome is a premier hands-on training program at the Hanford Site that provides training to a variety of customers including the Hanford Site and PNNL workers to assure that they possess the knowledge, skills, and abilities to consistently perform work safely.

Detailed Scope and Requirements:

Site Safety Training

The Contractor shall:

- Provide the Hanford Site workers (and PNNL, as requested) training to support maintaining a qualified workforce, as required by Federal, state, and regulatory requirements, DOE directives, and management directives. Table C.2.1.2-1 identifies the specifically required standardized training and common safety procedures/processes addressed in this Section C, *Statement of Work*. Training related to the common procedures/processes shall be directly applicable to work at Hanford Site, Site hazards, and use qualified instructors and established universally applicable curricula objectives.
- Obtain all necessary on-site certification or accreditation for the conduct of the training program.
- Perform mask fit services for the Hanford Site contractors (approximately 4,200 employees) in accordance with 29 CFR 1910.134, *Respiratory Protection* and ANSI Z88.2, *American National Standard for Respiratory Protection.*
- Execute the necessary quality controls and oversight to ensure that customer requirements are fully incorporated e.g., CRD O 5480.20A, *Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities,* Occupational

Safety and Health Administration (OSHA), American National Standards Institute (ANSI), and 10 CFR 850 and 851.

- Provide DOE personnel training to meet the requirements for site access including but not limited to HGET, HAZWOPER and radiological worker training.

Other Training and Services:

The Contractor shall:

- Adopt the existing approved Worker Safety and Health program, including the worker safety training program until the Contractor in conjunction with the other Site contractors develops and submits a new or modified program for DOE approval.
- Provide required standardized training listed in Table C.2.1.2-1 to MSC, PRC, and TOC personnel, and as requested by other customers.
- Provide a cost-effective program for non-facility specific training that meets regulatory requirements and promotes quality assurance, ISM, and VPP principles.
- Give first priority to the training in support of the Hanford site-wide cleanup mission contractors, with an emphasis on work-related training and blended learning, such as web-based, hands-on, and classroom. HAMMER stakeholder partnerships shall be nurtured and supported to ensure a clear understanding and consideration of their various requirements and needs.

Table C.2.1.2-1
Required Standardized Training and Common Safety Processes

Worker Safety Requirement	Common Process	Standardized Training
1. Hazardous Waste Operations and Emergency Response (HAZWOPER) Training in accordance with 29 CFR 1910.120, facility-wide *Resource Conservation and Recovery Act* (RCRA) permit, Washington Administrative Code (WAC) 173-303, etc.	N/A	Yes
2. Lockout/tagout of hazardous energy as required by 29 CFR 1910.147, and implementing Contractor Requirement Document (CRD) O 422.1 (current version), *Conduct of Operations* in accordance with Section J, Table J-2.8.	Yes	Yes
3. Permit required confined space entry as required by 29 CFR 1910.146.	Yes	Yes
4. Chronic Beryllium Disease Prevention Program (CBDPP) as required by 10 CFR 850.	Yes	Yes
5. Respiratory protection program as required by 29 CFR 1910.134 and ANSI Z88.	Yes	Yes
6. Hoisting and rigging in accordance with the Hanford Site Hoisting and Rigging Manual (DOE/RL-92-36 Release 30) and 29 CFR 1910 and 1926.	Yes	Yes
7. Fall protection as required by 29 CFR 1910 and 1926.	Yes	Yes
8. Electrical safety as required by National Fire Protection Association (NFPA) 70 and 70E and 10 CFR 851 Appendix A Section 10.	Yes	Yes
9. Radiation Safety as required by 10 CFR 835 (e.g., Radiological Worker I and II and Radiological Control Technician training).	N/A	Yes

Worker Safety Requirement	Common Process	Standardized Training
10. Criticality Safety as required by CRD O 420.1B, Chg 1 (Supp Rev 0).	N/A	Yes
11. Hanford General Employee Training (satisfies numerous requirements - see HGET Training Program Description at www2.rl.gov/rapidweb/phmc/training/docs/35/docs/HGET%20TPD.pdf)	N/A	Yes
12. Industrial hygiene exposure records including the generation, common database, and storage as required by 10 CFR 851 Appendix A, Section 6.	Yes	N/A
13. Employee job task analysis (EJTA) as required by 10 CFR 851 Appendix A Section 8 and as being implemented on the Hanford site at the present time.	Yes	N/A
14. Excavation permits as required by 29 CFR 1926.651 with emphasis on the existing Hanford site system for obtaining excavation permits.	Yes	N/A
15. Hazardous Chemical Reporting: Community Right-to-Know as required by 40 CFR 370.41 with the MSC responsible for obtaining data from other Hanford site contractors, compiling and submitting the required data.	Yes	N/A

- Coordinate with the other Hanford Site contractors to establish training priorities and develop standardized training programs where applicable.
- Provide administration of the HAMMER Courseware Management System, provide system troubleshooting assistance to users, generate reports and supply to end-users, assistance to field developers, assistance in publication of new or revised courses and maintenance of web-based training database (currently there are over 100 web-based training courses on the training web site).
- Provide for the use of radioactive source materials and ionizing radiation producing machines as training devices for specific specialized classes.
- Coordinate with Hanford Site contractors and DOE to assess upcoming training needs and incorporate these needs into baseline planning activities.
- Coordinate with other training providers within the DOE complex to identify specialized training to supplement HAMMER-provided training.
- Prepare an *Annual Training Needs Forecast and Plan* that meets Hanford Site needs and submit to DOE. The Contractor shall report progress and performance against the Plan quarterly.
- Benchmark Hanford Site-wide standardized performance-based safety training curriculum. If not provided by the private sector, the costs shall be benchmarked with comparable Federal training institutions to demonstrate cost-effectiveness.
- Conduct a Hanford Training Program Top-to-bottom Review of the Hanford training programs, including an assessment of the program quality, potential improvements, and possible efficiencies and submit that analysis to DOE for review. As part of this review, the Contractor shall work with the other Hanford Site contractors to identify any additional safety training that should be standardized, and develop any identified training into a deliverable course.

- Maintain a training records system for entry, retrieval and safeguarding of personnel training records.
- Integrate into the HGET training module relevant DOE directives and Hanford Site specific safety training changes within 60 days of identification of these activities.
- Maintain original training files consistent with the Site-wide records retention requirements and policies to include: needs analyses, course design and development documents, lesson plans, student handouts, exams, etc.
- Develop, manage and maintain integrated training information systems.
- Develop and maintain reporting capabilities to track performance indicators.
- Provide for worker involvement including labor liaison and worker-trainers where appropriate.
- Provide support to Hanford Site in acquiring technically competent and cost-effective training services for special needs and peak load periods through the brokered use of internal and external resources.
- Ensure training policies, plans, procedures, and program descriptions are integrated, implemented, and maintained consistent with regulations and directives.
- Oversee and evaluate courses and instructors who provide training to Hanford Site workers. Work with instructors to improve identified deficiencies.
- Track the number of student-days of training provided against the previous five years, including Hanford training and off-site customers.
- Ensure changes to the required standardized training and common safety processes in Table C.2.1.2-1 are approved by DOE.

HAMMER Facility Management and Operations:

The Contractor shall:

- Develop and submit a five (5) year rolling *HAMMER Strategic Plan* that addresses HAMMER strategic goals, critical assumptions, and guiding principles.
- Conduct a HAMMER Program Review addressing work scope, budget, program status, safety, and management issues on a monthly basis.
- Provide DOE statistical information on student numbers and facility usage on a quarterly basis.
- Track and report all non-Hanford revenues. Under the DOE Work-for-Others program, HAMMER may "rent" the facility and props to other Federal Agencies, State and local governments, tribes, industry, and not-for-profit organizations on a full cost recovery basis. Reimbursements are shown as revenue (credit) against the HAMMER base program, thus reducing the funding necessary from DOE to cover HAMMER operating costs.
- Maintain on-going commitments to the following customers consistent with fiscal year funding: National Guard, DOE Office of Electricity Delivery and Energy Reliability, Hydrogen Safety Training for Emergency Responders, National and International Border Security and DOE's Second Line of Defense.
- Plan, coordinate and schedule HAMMER classrooms, props, and equipment for courses, exercises, and events.

- Provide for operations of the HAMMER facilities, including engineering, prop and classroom set-up, prop operations, training support, occurrence notification and reporting, material and equipment procurement, inventory control, customer requirements coordination, emergency operations and security support.
- Provide for maintenance for HAMMER facilities, props, grounds, and assigned vehicles and equipment. The Contractor shall perform all preventive maintenance, corrective maintenance, work planning, scheduling, material purchases, document control/work package generation, close-out and processing, fire systems maintenance, fleet maintenance, all heating, ventilation, and air conditioning equipment maintenance, liquid petroleum gas systems, potable water, training water, video equipment, minor modifications to the facilities and props, direct purchase of vendor support on specialty equipment (Johnson Controls, SYMTRON, drain cleaning, and grease trap pumping).
- Develop and maintain a *HAMMER Facility Upgrade Plan* with prioritized needs and proposed improvements necessary to address life-cycle and proposed facility upgrades. This Plan shall discuss the continued evolution of the HAMMER physical facilities and prop upgrades. The Plan shall take into consideration the Hanford Site workforce forecast (provided by DOE), and training forecasts for Hanford Site training and off-site training (excess capacity). The *HAMMER Facility Upgrade Plan* shall also be based on the HAMMER strategic goals.
- Utilize HAMMER excess capacity for non-Hanford training (i.e., government agencies, educational institutions, and private entities) on a Work-for-Others reimbursable basis.

<u>Boundaries, Constraints, and Interfaces:</u>

Boundaries and constraints:

- Props and rooms constructed/funded by a specific customer shall be utilized according to the terms of agreement with that customer, e.g., the classrooms constructed for and funded by the U.S. Department of State shall be provided to the U.S. Department of State as first priority.
- The HAMMER facility (not including the Patrol Training Academy) shall be maintained as a public access (unbadged) area. Controls shall be in place for guest registration, but a security badge is not required. Foreign visitors shall be allowed access to the facility, and appropriate documentation shall be maintained on these visits.
- Radioactive source materials and ionizing radiation producing machines used as training devices for specific PNNL-sponsored classes are provided by an inter-contractor Memorandum of Agreement with the PNNL contractor.
- DOE-RL, DOE-ORP, DOE-PNSO and its contractors shall be given priority access to training facilities, with excess capacity available to use by non-Hanford, off-site customers.
- Some required training, e.g., Asbestos Awareness, shall be delivered using State of Washington-approved curriculum, with Hanford instructors certified by the State. This does not require on-site certification or accreditation by the State.

Contractor interfaces include local, state, regional governments, the Yakama Nation, Confederated Tribes of the Umatilla Indian Reservation, Nez Perce, Colville, and Wanapum Band (hereafter referred to as Tribal Nations), military, and Federal emergency response agencies, and other Hanford Site contractors and DOE offices, DOE-HQ, NNSA, PNNL, Hanford and national union leadership, Congressional delegations, and local community

leadership (including the Tri-City Industrial Development Council [TRIDEC]) for continued training support, for achieving greater worker safety and productivity.

C.2.1.3 Fire and Emergency Response Services

Background:

Fire Services are required for a broad array of hazards and risks associated with a Hanford Site work force performing a wide range of tasks including decontamination and demolition activities in deactivated radiological contaminated facilities, construction of large and complex new facilities, and rescue incidents involving the need for specialized equipment and training. Rescue incidents may include confined space, high-angle, cave-ins, and other rescue activities that are typically addressed only by emergency teams who are appropriately trained and equipped. There are ~427 facilities on site with operating fire protection systems. Functional testing within these facilities encompasses ~13,800 fire protection device tests with more than 8,000 fire extinguishers annually. The respiratory service estimate includes functional tests and repairs of ~550 self- contained breathing apparatus, cleaning and recharging ~30,000 units and cylinders, annual and bi-annual inspections and functional tests and repairs of ~ 1,000 high-pressure breathing air cylinders, and maintaining ~2000 powered air purifying respirator units. There are four fire stations on-site servicing approximately 586 square miles of the Hanford Site.

Key Customers:

- DOE-RL
- DOE-ORP
- PNNL
- All Hanford Site Contractors

General Scope and Outcome:

The Contractor shall provide fire emergency response services, including fire prevention, fire suppression, and fire investigations; emergency rescue; emergency medical service and patient transport; incident command; and hazardous materials and chemical/biological/radiological emergency response (to include decontamination) for the Hanford Site. The Contractor shall provide fire protection system inspection, testing, and maintenance of existing and new fire systems. Hanford Site contractors are responsible to communicate fire service needs to the MSC for changes to their facilities or new installations. The Contractor shall ensure 24/7 fire-related protection of human life, property, and facilities; and be able to operate basic and advance life support emergency medical services.

Fire Services are required through the life-cycle of the Hanford Site. Resources shall be maintained, and when appropriate, reduced in alignment with Site remediation and closure.

The desired outcome is a Fire and Emergency Response Service that prevents or effectively controls/mitigates wild land and structural fires; and ensures timely and successful responses to emergency events on the Hanford Site.

Detailed Scope and Requirements:

The Contractor shall:

- Maintain and operate Hanford fire stations, and fire alarm and fire suppression systems for all facilities on the Hanford Site. Most of these facilities are occupied 24/7; these facilities are dormitories and require sanitary living conditions on a 24/7 basis. Facility requirements include consistent environmental controls for equipment and inventory, such as temperature sensitive medications on the ambulances.
- Report/status the Fire Services program performance (to include analysis of cost performance) monthly to DOE.
- Submit an annual summarization report regarding fires and other property damage that was experienced on the Hanford Site for the year.
- Respond to all medical emergencies on the Hanford Site with ambulance and trained emergency medical personnel.
- Meet or exceed the response times to alarms and incidents in at least 95% of the instances as specified by the Hanford Fire Needs Assessment.
- Provide 9-1-1 backup to the Patrol Operations Center.
- Be the primary responder for all types of fires on the Hanford Site to include wild land fires and radiological contaminated facility fires, and fires in areas where a nuclear criticality incident is possible.
- Submit Hanford Site Wild Land and Prescribed Burn Fire Plans annually for DOE approval.
- Meet all emergency staffing levels defined by the Hanford Fire Needs Assessment 24/7, including holidays and weekends.
- Update and maintain the Hanford Fire Needs Assessment defined by CRD O 420.1B, Chg 1, (Supp Rev 0) *Facility Safety,* and meet the applicable National Fire Protection Association (NFPA) Standards, OSHA requirements, and Washington State Administrative Codes, unless specific exception is granted by the DOE. Submit Hanford Fire Needs Assessment to DOE for approval.
- Initiate updating prefire plans upon contract turnover with no less than 75% of them completed within two (2) years. Within three (3) years, all of the prefire plans will be updated. Thereafter, all prefire plans will be reviewed annually and maintained current.
- Act as the Site Incident Command Agency for all fires and hazardous/radiological materials emergencies on the Hanford Site. In regards to hazardous/radiological materials emergencies, the Contractor shall comply with the DOE/U.S. Environmental Protection Agency/State of Washington Department of Ecology Permit for Treatment, Storage, and Disposal of Dangerous Waste (Part B Permit), Appendix 7A.
- Be the designated rescue agency for the Hanford Site, in accordance with OSHA 29 CFR 1910.146 for rescue in confined spaces, hazardous areas, cave-ins, trench rescue, and high angle rescue.
- Act as the Incident Command Agency and address and bring to closure (terminate) emergency situations that could threaten the operations, employees, the general public, or interest of the Hanford Site.
- Respond to any emergency situation created by a hazardous material spill, including spills, and mixed waste spills, for the purpose of incident command and mitigation of the emergency condition(s).

- Coordinate with other contractors on Site in regards to fire services. The Contractor shall reach agreement on completion of the fire watch responsibilities following an event.
- Coordinate with cultural resource program regarding locations of sensitive cultural areas on the Hanford Site.
- Make available elements of the Fire and Emergency Response Services on a non-mission interference basis to other non-Hanford Site entities (e.g., fire departments/districts, school districts and other local/state/Federal agencies) in response to requests from surrounding fire departments/districts, schools, under mutual aid and state mobilization agreements.
- Provide fire and emergency response to Energy Northwest/Columbia Generating Station consistent with the DOE-RL contract with Energy Northwest (e.g., confined-space rescue, medical/ambulance services, hazardous materials emergency response, emergency fire response, etc.).
- Implement mutual aid and state mobilization agreements, etc., with local Fire districts and government agencies. The agreements will be reviewed annually, and updated, as necessary.
- Provide a Fire Marshal who has authority for the Hanford Site, to include fire protection system inspection, testing, and maintenance; respiratory protection services; building inspections; ignitable and reactive waste site inspections; pre-fire planning; employee fire prevention education and training; and, participate in emergency exercises. The Fire Marshal or his representative shall be the authority for the investigation of cause, origin, or circumstance of any fire related accidents, incidents, explosions, and other hazardous conditions and shall maintain the case files on each investigation.
- Participate in the Hanford Fire Protection Forum (HFPF). The HFPF, among other duties, documents the duties of the Fire Marshal (i.e., the Fire Marshal's Charter). The Contractor shall be responsible for configuration control, obtaining approval, and distribution of the Fire Marshal's Charter to all Hanford Site contractors.
- Provide functional inspection, testing, and maintenance of life safety and property fire protection systems (including backflow prevention devices) in DOE-owned facilities.
- Ensure configuration control of the fire protection systems and routinely perform permanent or temporary deactivations and testing to accommodate several site contractors.
- Maintain the central auditable records for all fire protection system activity across the Hanford Site, as required by Federal and Washington State laws.
- Provide a Hanford Site-wide respiratory protection equipment program to include maintenance, testing, repair, modification and servicing of all supplied-air/powered air purifying respirator (PAPR) (does not include air-purifying respirator [APR]) site respiratory protection equipment.
- Perform preventive and corrective maintenance to assure properly functioning fire protection systems, equipment and apparatus. Provide appropriate site wide fire protection system inspection, testing, and maintenance for fire alarm and fire suppression systems so systems are available at least 99% of the time.
- Maintain a cost-effective inventory of fire protection systems spare parts to support Hanford Site fire operation requirements where long-lead procurements will be involved;

- Perform maintenance on Hanford Site-wide emergency sirens and perform electrical and mechanical engineering for Hanford Site fire protection systems.
- Participate in and support emergency response training, drills, and exercises by other Hanford Site contractors as agreed to in MOAs or MOUs.
- Participate in the development of MOUs, U.S. Fish and Wildlife Service (USFWS) Cooperative Fire Protection Agreement, and other Mutual Aid Agreements.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints:

- The medical emergency response program shall be conducted under the Mid-Columbia Emergency Medical Services and Trauma Council, operated under the County Medical Program Director. The ambulance service shall include basic and advance life support and be licensed through the Washington State Department of Health.
- The emergency response time requirement is assumed to remain constant through the life-cycle.
- In regards to any emergency situation created by a hazardous material spill, including any mixed waste spills, once the hazards have been mitigated, the owners of the facility or material have the responsibility for cleaning up the material and decontaminating the site, but may request supplemental expertise from fire services.

Contractor interfaces include the emergency medical response transport making the determination, based on the level of medical emergency, as to patient destination, such as to the Occupational Medicine Services Contractor, Kadlec Medical Center, etc.

C.2.1.4 Emergency Operations

Background:

Emergency Operations is responsible for the Hanford Site-wide Emergency Preparedness (EP) program. In addition, Emergency Operations provides support to each hazardous facility's emergency program (currently 34). The EP personnel develop and conduct EP initial and annual refresher training for approximately 275 Hanford Emergency Operations Center (EOC) staff in addition to hazardous facility emergency response organization staff, and maintain the site emergency warning systems. In coordination with appropriate facility personnel, EP personnel prepare or update approximately 30 hazards surveys and hazards assessments each year. Four (4) exercises are conducted each year including one with coordination and participation by other Federal, state, and/or local organizations. The EP program also includes facility-specific plan and procedure development, training, drills and assessments.

Key Customers:

- DOE-RL
- DOE-ORP
- DOE-PNSO
- Occupational Medicine Services Contractor
- PRC
- RCCC

- TOC
- WTP

General Scope and Outcome:

The Contractor shall provide coordination, integration, and maintenance of a centralized Hanford Site EP program capable of coping with the spectrum and severity of Hanford Site emergencies potentially affecting on-site and off-site areas. The Contractor shall ensure that the readiness of responders to provide effective response to all types of disasters, and personal safety and security situations; and appropriately integrate other agencies and organizations providing response services.

The desired outcome is an Emergency Operations function that ensures timely response to an effective control and mitigation of emergency events on the Hanford Site. In so doing, the loss of life and personal injury; and damage to property and the environment for natural or man-made disasters and security events is minimized.

Detailed Scope and Requirements:

The Contractor shall:

- Monitor and support the emergency readiness of all Hanford Site facilities; coordinate, support, and provide instruction in accordance with the *Hanford Emergency Management Plan*, DOE/RL 94-02, to all Hanford Site contractors and their subcontractors; and conduct or support emergency management surveillances and assessments and work with the Hanford Site contractors for corrective action implementation.
- Provide an integrated EP program that can sustain a state-of-readiness 24-hours a day, 365 days per year, with special emphasis on seamless integration of other agencies and organizations providing response services.
- Ensure that EP exercises and responses to actual emergencies are adequately staffed with trained personnel to protect human health and the environment.
- Develop the annual *DOE Emergency Readiness Assurance Plan* (ERAP) that includes a program description; exemptions; Hazards Surveys and Assessments; training; exercises; evaluations, appraisals and assessments; finding and corrective actions; and, resource requirements to be submitted to DOE.
- Provide operational, technical and administrative emergency management services (including those to DOE-RL); maintain and arrange staffing for the EOC; maintain and operate the Joint Information Center (JIC) and Occurrence Notification Center (ONC); and manage the Transportation EP programs.
- Report the Emergency Operations program performance (to include analysis of cost performance) on a monthly basis to DOE.
- Implement emergency management requirements for facilities assigned to the MSC, and in management of the DOE EP program, integrate the Hanford Site-wide EP program.
- Maintain the *Hanford Emergency Management Plan,* DOE/RL 94-02 (an integrated multi-hazard plan) and implementing procedures.
- Manage the Hanford Site emergency exercise program to include quarterly limited emergency preparedness evaluated/training exercises and an annual field emergency

preparedness evaluated exercise with a schedule of exercises provided to DOE at the beginning of each fiscal year.

- Maintain the Hanford Site Emergency Alerting System.
- Provide EP program management services (including those to DOE-RL).
- Contribute to the emergency communications activities.
- Develop and maintain facility-specific emergency plans and procedures for its hazardous facilities.
- Perform hazards surveys and hazards assessments for its hazardous facilities as well as reviews of hazard assessments for all facilities on the Hanford Site.
- Establish procedures and provide direction and coordination for the Hanford Site Occurrence Reporting Program.
- Support off-site interfaces and the emergency public information program.
- Coordinate facility emergency drill programs; drill schedules and participation; and provide expertise on drill conduct and evaluation to Hanford contractors.
- Provide personnel as requested by other Hanford Site contractors for the facility drill programs.
- Approve and maintain *Building Emergency Plans* for its hazardous facilities.
- Operate, maintain, and arrange staffing for the Hanford EOC, JIC, and ONC utilizing other DOE and contractor personnel as necessary.
- Train all personnel associated with EP functions (initial training shall be accomplished within 1-month of accession).
- Provide an emergency response capability for assigned facilities that implements the *Hanford Emergency Management Plan*, DOE/RL-94-02.
- Provide technical/administrative input for the EP Program in the areas of report/presentation preparation, EP hazards assessment(s), emergency action levels, and budget management.
- Develop a quarterly emergency management metrics data report and submit to DOE for information.
- Coordinate all EP response activities for Hanford Site facilities and establish minimum site technical support roles and responsibilities to establish a consistent approach.
- Train Hanford Site contractor's Building Wardens, Building Emergency Directors (BEDs)/ICs, Drill Coordinators, and Controllers/Evaluators training courses, to ensure well-trained staff is available in the JIC and EOC for exercises and emergencies.
- Maintain the Hanford Site and DOE-RL on-call program, Hanford Site Emergency Assignment roster, and contact lists, and perform on-call duties in accordance with DOE-0223, *RL Emergency Implementing Procedures*.

<u>Boundaries, Constraints, and Interfaces:</u>

Boundaries and constraints:

- DOE will maintain all EP MOUs in accordance with DOE/RL 94-02.

Contractor interfaces include the Oregon Department of Energy, Washington State Military Department, Washington State Department of Health (DOH), Washington Department of Agriculture, Energy Northwest, and Benton, Franklin, and Grant counties to coordinate emergency off-site events/drills/exercises.

C.2.1.5 Site Safety Standards – Common Safety Processes

Background:

This activity includes the development and maintenance of Hanford Site-wide safety and health processes for use by Hanford Site contractors. The DOE Worker Safety and Health rule (10 CFR 851.11) addresses the need for a contractor with more than one covered workplace at a DOE site to have a single, worker safety and health program and that where more than one contractor is responsible for covered workplaces each contractor must coordinate with other contractors to ensure there are clear roles, responsibilities and procedures to ensure the safety and health of workers at multi-contractor workplaces.

Key Customers:

- DOE-RL
- DOE-ORP
- PRC
- TOC

General Scope and Outcome:

The goal is to have common programs, and processes for worker safety where there are similar hazards, requirements and worker expectations. Since Hanford Site workers may perform work in facilities controlled by other site contractors, safety can be improved by having uniform safety processes.

The desired outcome of the Site Safety Standards function is to provide a consistent approach (where appropriate) that ensures Hanford Site workers have necessary safety and health processes to perform work safely on the Hanford Site.

Detailed Scope and Requirements:

The Contractor shall:

- Work collaboratively and build coalitions with Hanford Site contractors and workers to continue to build a strong and enduring safety culture. Based on input from Hanford Site contractors and workers, the Contractor shall identify DOE opportunities to enhance and measure the Hanford safety culture.
- Improve worker safety by establishing common safety processes on the Hanford Site. At a minimum, the areas identified in Table C.2.1.2-1 located in Section C.2.1.2, *Site Training Services and HAMMER* are considered to be Hanford Site-wide common processes. Subsequently, develop and implement internal MSC procedures for the common safety processes.
- Provide DOE a prioritized list of common safety processes and a schedule for initial development and implementation of these processes. Processes must be approved by the principals of each affected Hanford Site contractor. If the Contractor proposes to

add or delete any standard safety processes, it must provide rationale and obtain DOE approval.

- Revise processes within 45 days of DOE notification of revisions and communicate these changes to affected parties within 15 days of revisions, unless otherwise specified by DOE due to a safety condition.
- Work with Hanford Site contractors to evaluate safety activities/initiatives used by the incumbent Contractor that are not driven by regulation or DOE directive, such as the DOE VPP, Hanford Electrical Code Board, Hoisting and Rigging Committee, Fire Protection Forum, Union Safety Representative Program, Annual Safety and Health Exposition, monthly president's accident council meetings, etc., that contribute to the existing safety culture on the Hanford Site or the uniformity of Site activities. The Contractor shall recommend to DOE if a safety activity/initiative will be maintained, modified, or discontinued. DOE approval is required prior to discontinuing, significantly modifying, or electing to not participate in any safety activity/initiative.
- Maintain a Site-wide web-based system with input from other Hanford contractors for sharing operating experiences and lessons learned with a focus on preventing recurrence of safety or reliability events, and to share good work practices in accordance with CRD O 210.2, *DOE Corporate Operating Experience Program*.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints: None.

Contractor interfaces include other Hanford Site contractors and affected Hanford labor representatives in the development and maintenance of common processes.

C.2.1.6 Radiological Assistance Program (RAP)

Background:

The RAP provides around-the-clock radiological incident response capabilities. The Hanford Region 8 RAP team is equipped with personal protective equipment, radiation detection and monitoring instruments, air sampling equipment, communications equipment, isotopic identification instruments, search gear, and other equipment, as necessary. The RAP team consist of DOE/DOE contractor personnel (five full time personnel), and ~30 matrix employees who perform radiological assistance duties as part of their normal employment or as part of the terms of the contract between their employer and DOE.

Key Customers:

- DOE-HQ
- DOE-RL
- DOE-ORP

General Scope and Outcome:

The Contractor shall maintain and implement a first-responder radiological assistance that includes plans, procedures, resources, and 24-hour a day response capabilities. The assistance shall be provided to the Hanford Site and to Region 8 (Alaska, Oregon, and Washington), other Regions, and possible international mutual aid support, as directed by DOE.

The Contractor shall provide radiological assistance to DOE program elements, other Federal agencies, state, local, and Tribal Nations, and private groups requesting assistance.

The desired outcome of the RAP is detection, identification and analysis, and response to events involving the use of radiological/nuclear material ensuring customers needing assistance have the information and support necessary to respond to any accident, incident, or terrorist activity involving radioactive materials where there is a real or potential radiological hazard to workers, the public, or the environment.

Detailed Scope and Requirements:

RAP Contractor Response Coordinator (CRC)

The Contractor shall:

- Designate and support a RAP CRC to provide support to DOE-RL in providing management and direction of RAP contractor personnel. The CRC is responsible for assisting in the management and oversight of the RAP, specifically to ensure that work scope and budget is forwarded to the appropriate Hanford Site contractors to complete operational tasks, ensure 24/7 readiness of resources (personnel and equipment), and support and assist the DOE Regional Response Coordinator, as requested.
- Ensure that Region 8 is capable of deploying two (2) RAP teams simultaneously, assembling the second deployable team within four (4) hours of notification.
- Ensure pre-designation of three (3) RAP teams are available to provide 24-hour a day, 365 days a year response capability.
- Function as a liaison with DOE-HQ, other Regional Coordinating Offices, and their respective CRCs to coordinate the planning and response to requests for radiological assistance.
- Define the detailed CRC roles and responsibilities in regional plans and procedures as approved by DOE-RL.

RAP Response Team(s)

The RAP response teams shall be composed of DOE-RL, DOE-ORP and Hanford Site contractor personnel with appropriate administrative and technical skills and experience. The Contractor shall ensure that all RAP team members are properly qualified, trained and drilled in their roles and responsibilities to safely and effectively respond to radiological incidents. Training shall be accomplished within 30 days of being designated to the team.

The Contractor shall obtain a DOE-HQ radiological assistance identification card or DOE credentials for each RAP team member.

The Contractor shall properly equip RAP teams with monitoring and personnel protective equipment to respond to radiological incidents and the equipment is properly maintained and calibrated as required by applicable standards.

General Management and Response

- The Contractor shall:
- The Contractor shall have a workspace for classified work, including classified data processing and storage of classified materials and media for the RAP.

- Maintain vehicles, equipment, instrumentation, and supplies (to include up-to-date maintenance of the foregoing and an up-to-date equipment list) in a state of readiness adequate for deployment and transport to the emergency or incident scene.
- Maintain regional management and response plans and procedures. The plans and procedures shall describe the concept of operations, define the roles and responsibilities of personnel, and identify the actions taken to ensure the readiness of personnel and equipment. Plans and procedures shall comply with the RAP Field Operational Guide, and be reviewed and revised annually and submitted to DOE HQ Office of Emergency Response (NA-42) for comment and approval every three years.
- Provide a detailed status report of RAP cost and performance data on a monthly basis to DOE-RL.
- Establish procedures for and conduct annual self-assessments of the RAP in accordance with applicable laws, regulations and DOE directives. The Contractor shall provide a written report of the self-assessment and corrective actions to DOE-HQ NA-42 annually.
- In the event of a radiological response, provide DOE-RL/HQ with timely notification and reporting. Notify DOE-HQ within 15 minutes of a request for emergency assistance requiring deployment of a RAP team.
- Notify DOE-HQ within 15 minutes of off-site deployment of a RAP team(s).
- Provide a written report to the DOE-HQ NA-42 within five (5) working days after deployment of a RAP team(s), and subsequent termination of a response, detailing the response and follow-up activities.
- Maintain records of each request for assistance.
- Develop a *Regional RAP Program Execution Plan* (PEP) that includes RAP goals and deliverables, and budget estimates; and transmit the PEP to DOE-HQ for input to the budgeting process. The Contractor's input shall include unfunded goals, deliverables, and shortfalls for each fiscal year.
- Participate in meetings and working groups as directed by DOE-HQ NA-42; write technical papers and articles to communicate with the response community and the general public; and provide support to the DOE Emergency Response Assets, as requested.

Training and Outreach

The Contractor shall:

- Designate a Training and Outreach Coordinator to conduct extensive interagency coordination, conduct drills and exercises, and develop and conduct training for personnel and off-site responders.
- Assist the Regional Response Coordinator in providing RAP management and direction.
- Define the Training and Outreach Coordinator's roles and responsibilities in regional plans and procedures.
- Support emergency planning and exercises with state and local authorities, and the Tribal Nations, to the degree practical.

The training and drill requirements shall be identified in plans and procedures and shall be in compliance with applicable orders, laws, and regulations.

Maintenance and Equipment Management

The Contractor shall designate a contractor equipment/instrumentation specialist to maintain RAP equipment in a state of readiness, develop procedures for their use, and train RAP personnel and off-site responders in their use. The radiological survey, search, identification, analysis, communication, and transportation equipment shall follow rigorous operability and calibration expectations in order to provide an effective and reliable 24/7 robust response capability.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints: None.

Contractor interfaces include other Federal, state, and local agencies, and Tribal Nations in the region to determine and understand their capabilities and, when required, to facilitate responses to radiological emergencies.

C.2.1.7 Environmental Regulatory Management

Background:

The Environmental Regulatory Management includes a multitude of interfaces, relationships and liaisons with a wide variety of regulatory agencies and organizations, including Washington State (Department of Health (DOH) and Department of Ecology (Ecology)), the U.S. Environmental Protection Agency. The major drivers for this scope include the TPA, AEA, *National Environmental Policy Act 1969* (NEPA), *Clean Air Act*, *Comprehensive Environmental Response, Compensation, and Liability Act of 1980* (CERCLA), *Resource Conservation and Recovery Act of 1976* (RCRA), *Toxic Substance Control Act*, *Administrative Procedure Act,* and a variety of other legal and regulatory requirements applicable to Hanford's operations.

The information generated by this scope of work is used by numerous projects within DOE-RL, DOE-ORP and DOE-PNSO. As such, the Contractor shall ensure that MSC activities are closely aligned with the needs of the environmental cleanup, restoration, and assessment activities on-going at Hanford. MSC is not responsible for directing technical work of other Site contractors. Other Hanford Site contractors are responsible for obtaining unit specific permit modifications in coordination with the MSC.

DOE is currently preparing the Tank Closure and Waste Management (TC & WM) Environmental Impact Statement (EIS). The TC & WM EIS is evaluating options for managing and disposing of waste, supplemental treatment, tank closure, and establishing final end states for the Fast Flux Test Facility (FFTF) at Hanford. These decisions are expected to be applied after 2009.

Key Customers:

- DOE-RL
- DOE-ORP
- DOE-PNSO
- All Hanford Site contractors

General Scope and Outcome:

The Contractor shall establish an environmental program which is compliant with applicable laws, regulations, DOE directives, and the Section H Clause entitled, *Environmental Responsibility*. The Contractor shall have two (2) primary responsibilities in the area of Environmental Regulatory Management:

- Site-wide management, administration, integration, permitting, and compliance in coordination with other Hanford Site contractors;
- MSC-specific work scope for environmental permitting and compliance.

The MSC shall obtain concurrence from other affected Hanford Site contractors for Site-wide environmental documents.

The desired outcome of the Environmental Regulatory Management function is integrated Site-wide environmental products and services that enable timely and compliant project execution.

Detailed Scope and Requirements:

Site-wide Environmental Management System (EMS)

In conjunction with other Hanford Site contractors and DOE, the Contractor shall develop a Site-wide EMS Program Management Plan to address Site-wide elements of EMS that complies with CRD O 450.1A (Supp Rev 0), *Environmental Protection Program*.

Site-wide Environmental Permits and Licenses – Maintenance, Application, and Reporting

In coordination with the other Hanford Site contractors, the Contractor shall:

- Develop guiding principles and procedures for a consistent administration of regulatory interfaces.
- Prepare and maintain appropriate procedures for implementing Site-wide environmental permits, licenses, and related reports.
- Prepare, obtain as required, and maintain Site-wide permits and licenses.
- Provide applicable data, review as requested, and prepare the necessary documentation for DOE Site-wide and/or programmatic NEPA documents, e.g., Site-wide Categorical Exclusions (CXs), Environmental Assessments (EAs), EISs, etc. and prepare the necessary documentation for other Site user NEPA documents where DOE might be tasked as a cooperating agency, e.g., USFWS EIS, Bonneville Power Administration (BPA) EIS, etc. The Contractor shall obtain from DOE and other Site contractors data and information necessary for developing the Site-wide NEPA documents for the Hanford Site.
- Provide a plan and schedule for submittal of required Site-wide Environmental Reports (e.g., NEPA Policy Act Annual Planning Summary for the Site, Environmental Release Report, etc.).
- Obtain from DOE and other Site contractors data and information necessary for developing required Site–wide Environmental Reports to include compilation and integration of environmental monitoring data from operations and activities under MSC control and from other Hanford Site Contractors.

- Compile, and produce environmental data and provide an annual forecast of expected permitting activities and a forecast of operations/operational effluent on a Site-wide basis to ensure Site-wide limits are not at risk of being exceeded, e.g., annual dose, effluent discharges, etc.
- As requested by DOE, the Contractor shall assess environmental documents to ensure the documents meet environmental standards and requirements.
- Develop Site-wide metrics and report performance for EMS programs, e.g., pollution prevention, chemical management, affirmative procurement, etc.

Site-wide Enforcement Actions and Compliance Issues

The Contractor shall:

<u>Enforcement Actions</u>

- Track, trend, and evaluate Site-wide enforcement actions.
- Coordinate an integrated response when the enforcement action affects more than one contractor.
- Develop a protocol, in conjunction with other Hanford Site contractors for managing and coordinating enforcement inspections on a Site-wide basis.

<u>Compliance Issues</u>

- Track, trend, and evaluate Site-wide compliance issues, e.g., Notices of Violation (NOVs), Notices of Concern (NOCs), etc.
- Coordinate an integrated response when the compliance issue affects more than one contractor.

<u>Inspection Actions</u>

- With input from, and in collaboration with other Hanford Site Contractors, track all regulatory inspections conducted and planned at the Hanford Site. The Contractor shall provide data (automated or written) on all inspections and regulatory actions completed, initiated, or on-going at the Hanford Site. The Contractor shall trend and evaluate Site-wide inspections.

Site-wide Tri-Party Agreement (TPA) Technical Support

In coordination with other Hanford Site contractors, the Contractor shall:

- Provide DOE technical and regulatory analysis to support DOE in its role of managing the TPA for the Hanford Site.
- Develop, maintain, and implement TPA processes and procedures, e.g., change control and dispute resolution.
- Track TPA milestones and coordinate Milestone Reviews.
- Coordinate the Inter-Agency Management Integration Team (IAMIT) and other TPA-related meetings, as requested (e.g., monthly Project Manager meetings, including issuing agendas and preparing meeting minutes).
- Assist DOE in dispute resolution.

- Develop and maintain a Site-wide TPA process for preparing Remedial Action Completion Reports and Corrective Measures Reports and requesting regulatory approval of waste site remediation, through a certificate of completion, in compliance with TPA Sections 7.3.10 and 7.4.4. The Contractor shall obtain advance approval or concurrence from DOE and coordinate with other affected Hanford Site contractors.

Hanford Site Administrative Records (AR) and Information Repositories

The Contractor shall establish, manage, and maintain integrated Hanford Site AR and Public Information Repositories which meet applicable requirements of the NEPA, TPA (e.g., CERCLA, RCRA, the *Administrative Procedure Act),* and other legal and regulatory requirements applicable to Hanford's environmental remediation and permitting programs.

In coordination with other Hanford Site contractors, the Contractor shall:

- Establish and maintain procedures for management/administration of the Hanford Site AR.
- Establish and maintain a document review process to screen documents to be included in the Hanford Site AR.
- Index, manage, retrieve and make available to the public Hanford Site AR records and data.
- Maintain a current, complete, easily searchable and retrievable electronic Hanford Site AR database.
- Maintain Public Information Repositories.
- Establish and maintain procedures for OUO review and OUO accessibility of AR documents.

Near-Field Monitoring

The contractor shall provide regulatory required environmental monitoring and near facility air quality (e.g., including noise level), and liquid effluents, and a statistical analysis in report form of site-wide sampling efficiency based on station placement and time series analysis (including thermo luminescent dosimeters (TLDs), Low-Vols, and biota.

MSC-Specific Detailed Scope

The Contractor shall:

- Integrate their environmental permitting and regulatory compliance activities with the Hanford Site-wide permitting and compliance framework by submitting to DOE for approval an MSC environmental compliance and protection plan.
- Manage all MSC-assigned facilities and activities to assure identification of and compliance with all applicable Federal, state, and local environmental regulations, orders and permits.
- Manage all non-EIS NEPA-related data and processes, as applicable to MSC activities, and obtain all appropriate approvals.
- Provide appropriate environmental data for MSC assigned facilities to support Hanford Site assessments, and for use in the Contractor's preparation of Hanford Site Environmental Reports.

- Respond to MSC related NOVs, NOCs, and other issues, as necessary.
- Obtain and manage all AR documents generated by the MSC as a result of permitting or closure of Hanford treatment, storage or disposal units (TSDs), recycling facilities, or as a result of CERCLA pre-remedial, remedial or post-remedial actions that are required by the TPA and other legal requirements, such as, RCRA, CERCLA and NEPA.
- Evaluate the impacts of new environmental laws, legislations and regulations, including State and local requirements, and include an assessment of the cost impacts or savings associated with implementation and promptly notify DOE of results.
- Collect environmental analytical data for MSC assigned areas to support regulatory decisions as directed by DOE.
- Provide a forecast for the Annual and Multi-year Baseline any environmental permits, NEPA documents, and NHPA section 106 reviews expected for the coming year.
- Coordinate with the regulators to develop an optimum regulatory approach for all work under this Contract consistent with the Section H Clause entitled, *Environmental Responsibility*.
- Perform assessment of the Hanford Site ARs to determine the adequacy of ARs to meet regulatory requirements and propose corrective actions and a schedule for implementation.
- In anticipation of data requests and requirements arising from Section 2 of Executive Order 13514 (http://edocket.access.gpo.gov/2009/pdf/E9-24518.pdf) for MSA and coordinate development of site data, the MSA shall:
  - Coordinate development of data on Scope 3 emissions to assist DOE in meeting the June 2, 2010 requirement to establish goals for Scope 3 emissions reductions relative to a 2008 baseline. This scope includes development of a 2008 baseline for Scope 3 emissions for MSA
  - MSA shall develop data collection systems for collection of Scope 3 emissions for the 2008 baseline and for the annual reporting requirements for Scope 1, 2 and 3 GHG emissions (E.O. 13514 Section 2 (c).
  - MSA shall review and recommend improvements on the Scope 1 and 2 baseline emissions estimates developed by DOE.
  - MSA will coordinate development of Scope 1, 2 and 3 emissions for a FY 2010 baseline for all site contractors (including MSA) and annual reporting of such emission thereafter. The FY 2010 baseline is due December 1,2010, and reporting thereafter is due December 1st for the preceding fiscal year.MSA shall develop data collection systems such that baselines can be established and data tracked for:
  - Fleet total consumption of petroleum products
  - Potable water consumption intensity
  - Non-potable water use efficiency
  - Pollution prevention
    - Diversion of non hazardous solid waste (no baseline)
    - Diversion of construction and demolition debris (no baseline)
    - Reducing paper use (no baseline specified, but 30% postconsumer content required)
    - Reductions in use of hazardous and non-hazardous chemicals
    - Implementation of integrated pest management practices
    - DOE use of acceptable alternative chemicals and processes.

  - DOE use of chemicals where such decrease will assist the DOE in meeting the GHG emission reduction targets of Executive Order 13514.

- MSA will coordinate development of baseline data for:
  - Fleet total consumption of petroleum products (baseline 2005)
  - Potable water consumption intensity (baseline 2007)
  - Non-potable water use efficiency (baseline 2010)
-

Boundaries, Constraints and Interfaces:

Boundaries and constraints:

- The initial Hanford RCRA Permit became effective in September 1994, and is comprised of two portions, a Dangerous Waste Portion, issued by Ecology, and a Hazardous and Solid Waste Amendments Portion, issued by the U.S. Environmental Protection Agency, Region 10. The Dangerous Waste Permit is issued to DOE-RL as the owner/operator, and to its contractors, as co-operators. DOE will sign the Hanford RCRA permit as "Owner/Operator" and the Contractor shall sign the RCRA Permit as "Co-operator" for those RCRA facilities assigned by Contract. This Permit is currently in the renewal process.
- The Hanford Air Operating Permit was renewed on January 1, 2007, and will be in effect for five (5) years.
- DOE will operate as an "Owner" in coordination with the regulators to reach agreement on Contractor-prepared regulatory and supporting documentation, and on innovations that require changes to the regulatory approach.

Contractor interfaces include DOE-RL, DOE-ORP, DOE-PNSO (for activities performed on the Hanford Site), Hanford Site contractors, regulators, and at the request of DOE, stakeholders, concerned public, and the Tribal Nations. These interactions depend on establishing and maintaining a high-level of trust between the participating parties. In addition to satisfying DOE-RL responsibilities, these relationships have identified and resolved potential issues in some cases early in the process, resulting in both an improved product and cost savings. Due to the sensitivity of the type of work and information associated with the affected projects, DOE values these relationships and expects the Contractor to maintain or enhance them.

C.2.1.8 Public Safety and Resource Protection (PSRP)

PSRP is a Hanford Site service that was historically provided by the Pacific Northwest National Laboratory (PNNL). The PSRP program includes Hanford Environmental Oversight, Meteorological and Climatological Services, Environmental Surveillance, Ecological Monitoring and Compliance, Cultural and Historic Resource Program, and Seismic Monitoring. Effective May 9, 2011, the service will be provided by MSA.

Key Customers:

- DOE-RL
- DOE-ORP

General Scope and Outcome:

The Contractor shall:

- Obtain PSRP from PNNL for all Contractor and subcontractor employees performing activities involving Hanford Environmental Oversight, Meteorological and Climatological Services, Environmental Surveillance, Ecological Monitoring and Compliance, Cultural and Historic Resource Program, and Seismic Monitoring until the program is transitioned to MSA.
- Develop a *PSRP Business Case Analysis* for direct MSC performance of the PSRP workscope as described in the detailed scope and requirements in the *supplemental information for preparation of the PSRP Business Case Analysis.*
- Upon DOE review of the *PSRP Business Case Analysis*, the Contractor may be authorized for direct MSC performance of all or part of the PSRP workscope. If the Contractor is authorized for direct MSC performance of all or part of the PSRP workscope, DOE will provide a list of GFS/I and a list of required deliverables.
- Prepare PSRP Implementation plan, pending RL direction, and implement said plan.
- Based on a review of the readiness to perform the functions associated with the PSRP program MSA will assume responsibility for the PSRP program effective May 9, 2011.

Detailed Scope and Requirements:

For PSRP identified in the background, the Contractor shall:

- Prepare and submit to DOE-RL a *PSRP Business Case Analysis* for the most effective means to provide PSRP based on this assessment. The *PSRP Business Case Analysis* shall address the following:
  - For each of the components of the PSRP, the Contractor shall assess the current and future needs over the life-cycle of the Hanford cleanup mission considering the following criteria:
    - Availability of necessary facilities, equipment, instrumentation, and services.
    - Availability of necessary technical expertise and experience.
    - Maintenance of any required certifications and accreditations.
  - Include commercial best practices, a transition and implementation plan with life-cycle resource estimate that includes all costs, and an approach for responding to emerging PSRP needs for which there is no established technical capability.
- The decision to approve all or part of the *PSRP Business Case Analysis* and authorize direct MSC performance of the PSRP workscope shall be made at the unilateral discretion of the DOE Contracting Officer. DOE may, at the unilateral discretion of the Contracting Officer, determine to not approve all or part of the *PSRP Business Case Analysis*, and not authorize direct MSC performance of the PSRP workscope. The Contractor shall not be entitled to an equitable adjustment to *Contract Cost* and *Contract Fee* as a result of DOE's decision to approve all or part of the *PSRP Business Case Analysis.*

Boundaries, Constraints, and Interfaces:

Boundaries and constraints: None.

Contractor interfaces include PNNL and other Hanford Site contractors in gathering information and data necessary to prepare the PSRP Business Case Analysis for direct MSC performance of PSRP workscope.

C.2.1.8.1 Hanford Environmental Oversight (HEO)

HEO provides program management, coordination and integration of PSRP functions. HEO also provides technical and administrative support to DOE associated with the PSRP program including Natural Resource Trustee activities.

Key Customers:

- DOE-RL
- DOE-ORP
- PRC
- TOC
- RCCC

General Scope and Outcome:

The Contractor shall provide for far-field environmental surveillance, meteorological and climatological services, ecological monitoring and compliance and cultural and historic resources management.

The desired outcome of HEO is a program that produces integrated, compliant, and credible information which directly supports the demonstration of Hanford's effect on public safety and the environment.

Detailed Scope and Requirements:

The Contractor shall:

- Develop a plan to optimize the PSRP program through performance assessments, design reviews and value engineering. The plan shall include and analysis of the minimum functions and requirements necessary for a compliant program, the resources necessary to perform the functions and actions the Contractor shall take to optimize the PSRP. An implementation schedule shall be included in the plan.
- Provide assistance to DOE in responding to public and media concerns regarding doses to the public and environment from Hanford contaminants, review and comment on draft regulations or guides, consultation on Hanford Site policies, and responses to external surveillance and audits.
- Provide stewardship of long-term historical environmental, ecological, climatological, and cultural resource databases. This includes the identification and development of data packages, models, and meta-data needed for timely and responsive action in support of cleanup activities, site environmental and ecological assessment activities, and ongoing and potential future litigation activities.

- Provide sampling and analysis in support of the radiological release of selected Hanford Reach National Monument lands and other lands as determined by DOE.
- Support natural resources damage assessment projects for the Hanford Site.
- Provide technical and administrative support to DOE to meet its Hanford Natural Resources Trustee obligations, including performing studies and assessments, attending meetings, coordinating scientific information, retrieving document(s), and providing meeting summaries, when requested.
- Assure that the PSRP elements operate in a manner that capture, preserve, and perpetuate the institutional knowledge obtained through 40+ years of environmental monitoring at the Hanford Site.
- Submit a plan to develop a data system which will allow for the storage and user-friendly retrieval of current and past information from all activities within the PSRP, with primary emphasis on environmental surveillance data. This system shall have the appropriate security and management controls. In addition to DOE, users may include other Hanford Site contractors.
- Integrate the PSRP environmental monitoring with land use planning, human health and ecological assessments, long-term stewardship, and ongoing projects and programs, as appropriate.
- Provide annual updates of the Hanford Site National Environmental Policy Act (NEPA) Characterization Report.
- Provide and interpret technical environmental data for the public, as directed by DOE.

Boundaries, Constraints and Interfaces:

Boundaries and constraints:

- The Contractor PSRP point-of-contact shall be the primary focus for information requests from DOE and other Hanford Site contractors. Special requests requiring a commitment of additional resources shall be approved by DOE prior to fulfilling the request.
- The Contractor may be requested to work with Natural Resource Trustee Council members and their organizational staff and contractors.

Contractor interfaces include contractor personnel and Natural Resource Trustee Council members for the purpose of providing and collecting environmental data.

C.2.1.8.2 Meteorological and Climatological Services

Background:

Accurate and timely meteorological and climatological information is required by DOE and Hanford Site contractors for emergency response, work scheduling, and general site safety. The system is particularly needed in the event of a release of hazardous material to the environment (atmosphere) from a Site facility. The Hanford Meteorological Monitoring system currently includes 30 monitoring stations on and adjacent to the Hanford Site, a Meteorological and Climatological Services computer network system, data display system, and interactive transport and diffusion computer model. In addition to routine weather reports, the system produces several specialized, mission, environmental, and safety-related reports.

Key Customers:

- DOE-RL
- DOE-ORP
- All Hanford Site contractors

General Scope and Outcome:

The Contractor shall maintain and operate the Hanford Meteorological Monitoring system and shall provide detailed around-the-clock, easily retrieved and understood, real time meteorological data for DOE and Hanford Site contractors.

The desired outcome of the Meteorological and Climatological Services function is a reliable monitoring system producing sufficiently accurate and timely weather forecasts that enable safe conduct of routine activities and emergency response.

Detailed Scope and Requirements:

The Contractor shall:

- Provide 24/7 operation of the meteorological monitoring system.
- Maintain the meteorological monitoring system, including appropriate quality assurance and quality controls.
- Support emergency response activities with up to date meteorological data and forecasts in the event of an accidental radiological or chemical release.
- Operate and maintain the Meteorological and Climatological Services computer network.
- Provide weather forecasts in support of routine and special site operations to include general weather, production, tank farm, telemetry, adverse weather, and special forecasts, as required.
- Detect adverse weather that may affect safety of site workers (strong winds, thunderstorms, extreme cold, and snow events) and provide timely communication of this information to site contractors and DOE.
- Monitor/report heat stress data and provide this information to site contractors in support of site cleanup activities.
- Provide heat stress information to requesting Hanford Site contractors within 30 minutes of the request.
- Operate the Met Viewer data display system and APGEMS (Air Pollutant Graphical Environmental Modeling System) interactive transport and diffusion computer model.
- Provide specialized meteorological information to site contractors in support of cleanup and operations (e.g., building demolition, reactor compartment transport, special construction projects, and tank vapors studies).
- Produce data for annual potential radiological exposure assessment.
- Produce data for interactive atmospheric models in support of emergency response activities.
- Assure that data are available for the annual estimation of potential public radiation exposure.

- Assure that the comprehensive climatological data records are maintained for use in a variety of other applications, such as post-accident analysis, dose reconstruction, building design, and environmental impact assessment.
- Maintain historical climatological data base to respond to special requests in support of site activities, such as:
  - Dose reconstruction projects;
  - Environmental assessments and environmental Impact assessments;
  - Defense Nuclear Facilities Safety Board (DNFSB) composite analysis;
  - CERCLA human health and ecological risk assessments;
  - Natural resource damage assessment;
  - System assessment capability assessments;
  - Waste site cleanup air monitoring network design; and
  - Litigation.
- Generate the annual *Hanford Site Climatological Data Summary* report. The *Hanford Site Climatological Data Summary* shall contain the climatological data (temperature, humidity, precipitation, wind climatology, etc.) obtained during the calendar year.

Boundaries, Constraints and Interfaces:

Boundaries and constraints:

- Regional and national organizations outside the Hanford Site may request meteorological and climatological information or support from MSC. In this event, the Contractor shall contact the DOE for guidance.

Contractor interfaces include the National Weather Service, as necessary, to share meteorological information and provide a complete forecast.

C.2.1.8.3 Environmental Surveillance

Background:

Environmental Surveillance is a service provided to DOE, which provides and far-field multimedia environmental monitoring to measure the concentration of radionuclides and chemicals in environmental media and assess the integrated effects of these materials on the environment and the public. Samples collected by environmental surveillance are analyzed for very low environmental concentrations of radionuclides and chemicals, including metals, anions, and volatile organic compounds. This function focuses on routine releases from DOE facilities on the Hanford Site, but also responds to unplanned releases and releases from non-DOE operations on or near the Site. The information produced by this activity is published in an annual public report, and is also integrated with the environmental cleanup mission assessment activities. This information may also be used by DOE in fulfilling its Natural Resource Trustee responsibilities.

Key Customers:

- DOE-RL
- DOE-ORP
- All Hanford Site Contractors

General Scope and Outcome:

The Contractor shall provide a far-field environmental surveillance program that includes sample collection and analysis; containment assessments and exposure/impact analysis; and, reporting.

The desired outcome of Environmental Surveillance is a service that provides environmental data that is credible, accurately characterized and documented, and provides assurance to the public that the dose and risk from Hanford contaminants is well understood.

Detailed Scope and Requirements:

The Contractor shall:

- Conduct environmental surveillance and assess contaminant levels in the Hanford environs and nearby communities. The monitoring program shall include sampling of air, surface water, sediment, soil, natural vegetation, agricultural products, fish, and wildlife.
- Notify the DOE-RL within one (1) working day of any anomalous result, as specified by DOE O 5400.5, *Radiation Protection of the Public and the Environment.* Levels for reporting to DOE have been established and are listed in the Records Management and Reporting subsection of the *Environmental Monitoring Plan* (DOE/RL-91-50, Revision 3).
- Perform cumulative assessments of on-site and off-site environmental impacts and off-site human health exposures from Hanford Site operations.
  - Characterize the pathways of exposure to members of the public.
  - Characterize the exposures and doses to individuals and to the nearby population.
  - Estimate contaminant dispersal patterns in the environment.
- Measure the ambient external radiation levels in the environment.
- Detect and characterize releases from Hanford Site activities.
- Assess impacts and risks of Hanford contaminants on human health and the environment for the Annual Environmental Report and in support of Hanford cleanup activities as requested. Data and analysis shall be made available for Hanford risk assessment activities.
- Review annually the environmental surveillance program design and implementation, sample collection, sample analysis, database management, data review and evaluation, exposure assessment, and reporting requirements.
- Accurately calculate the potential radiation dose to humans, aquatic organisms, terrestrial biota, hazard quotient for the evaluation of risk to biota, and the carcinogenic and non-carcinogenic risks to humans.
- Ensure that environmental surveillance data is made available for use in dose reconstruction efforts, site characterizations performed in conjunction with ongoing site environmental restoration activities, surveillance of biological impact, contaminant transport model verification, and support of groundwater/vadose zone integration initiatives.
- Align the program with current operations and missions, focused on those contaminants having the greatest contribution to the potential off-site dose.

- Conduct environmental monitoring programs in an integrated fashion to preclude collection of duplicative environmental data.
- Ensure analytical capabilities include the measurement of radionuclides at very low environmental concentrations, as well as an extensive list of non-radiological chemicals.
- Evaluate potential impacts to the biota in vicinity of DOE activities.
- Ensure early identification of, and support response to, potential adverse environmental impacts associated with DOE operations (such an impact may be the uncontrolled release of radioactive material by air dispersion).
- Prepare the annual *Hanford Site Environmental Report* that documents Hanford Site environmental compliance status, environmental conditions on and around the Hanford Site, and the potential off-site public radiological exposure resulting from Hanford operations.
- Prepare and coordinate the Hanford Site Environmental Surveillance Master Sampling Schedule.
- Ensure PSRP-related methods of sample collection, analysis, interpretation, and reporting are consistent across the Hanford Site as appropriate to assure usability, consistency and comparability of the data with other DOE Hanford projects and Hanford Site contractors.
- Determine if sampling locations and analytics could contain proprietary or sensitive information and work closely with DOE to determine appropriate controls for the information.
- Align the surface environmental surveillance with the needs of the environmental cleanup, restoration, and assessment activities at the Hanford Site since the information generated by the program is extensively used by site contractors.

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None

Contractor interfaces include regulators, stakeholders, State of Washington Department of Health and the Tribal Nations to share and interpret environmental surveillance data.

C.2.1.8.4 Ecological Monitoring and Compliance

Background:

The scope of the Ecological Monitoring and Compliance function is defined by the DOE need to achieve compliance with ecological resource-related legal and regulatory requirements. Biota is monitored to assess the abundance, vigor or condition, and distribution on the Hanford Site. The associated data is used by DOE and Hanford Site contractors to support environmental cleanup and restoration activities, mitigation actions, and land use planning, and to maintain compliance with ecological resource laws. State and Federally listed species are specifically monitored to assure that DOE operations are not adversely impacting those species.

Key Customers:

- DOE-RL
- DOE-ORP

- Hanford Site contractors

General Scope and Outcome:

The Contractor shall conduct and document ecological monitoring and compliance reviews for all Hanford Site related actions that have the potential for impacting the biological environment.

The desired outcome of the Ecological Monitoring and Compliance function is the identification and documentation of actual and potential impacts of Hanford operations on biota. Additionally, state and Federally-listed species are protected, and that the Hanford Site promoted long-term stewardship of its natural resources.

Detailed Scope and Requirements:

The Contractor shall:

- Assess impacts to biological resources from Hanford Site operations and legacy contaminants in the environment. Monitor the abundance, vigor, and distribution of plant and animal populations on the Hanford Site and evaluate the cumulative impacts of Site operations on these resources. If analysis indicates that impacts to biological resources may have occurred due to Hanford operations, which have not been previously reported, provide DOE a written summary of those impacts within five (5) working days.
- Conduct ecological compliance reviews for Hanford-related operations and cleanup activities, and identify and quantify ecological impacts for Hanford projects to the extent practicable in compliance with Federal and applicable state wildlife protection laws and regulations.
- Characterize and define changes or trends in the condition of Hanford biological resources that may result from causes external to the Hanford Site.
- Define and map significant habitats and species distribution for use in land use planning, ecological risk assessment, and mitigation action planning.
- Perform baseline surveys and monitor compliance with applicable requirements during the appropriate times of the year to document any changes to protected biological resources, species, and habitats within key areas of the Hanford Site where the majority of routine operations and cleanup are conducted.
- Develop sample and characterization methods and apply these methods to determine individual organism health in species with high potentials for exposure and uptake of contaminants in coordination with contaminate monitoring activities conducted through the Surface Environmental Surveillance function.
- Maintain a database on the regulatory status and distribution of species and habitats of concern on the Hanford Site. The database will include information necessary for tracking reviews, as well as the field data necessary to evaluate impacts and compliance needs.
- Manage the Ecological Resources Working Group meetings by coordinating schedules and agendas, and taking meeting minutes.
- Assist the Hanford fire and emergency response activities by providing information on sensitive species and habitat.

- Monitor and document the status of Federal and state sensitive species found or potentially found on the Hanford Site including the Hanford Reach National Monument for potential listing.
- Notify DOE within five (5) working days and provide in writing within ten (10) working days recommendations on actions DOE should take to be in compliance with the *Endangered Species Act*, for potential listing if a species is found or potentially found on the Hanford Site.
- The Contractor shall focus efforts on those lands where DOE projects are being conducted, i.e., 200 Areas, 100 Area, 300 Area, 400 Area and 600 Area. Work will be conducted on the buffer lands as necessary which are currently managed by the USFWS.
- Support efforts to determine if injuries have occurred to Hanford natural resources including threatened and endangered species or populations on the Hanford Site and the Columbia River. Injuries are defined by the CERCLA Natural Resource Damage Regulations and Guidance.

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None

Contractor interfaces include the USFWS, The Nature Conservancy, Washington State Natural Heritage Project and universities to share ecological information associated with the Hanford site when appropriate or beneficial to the PSRP program and the DOE mission.

C.2.1.8.5 Cultural and Historic Resource Program

Background:

The Cultural and Historic Resource Program directly, and in conjunction with other Hanford Site contractors, assures compliance with associated laws, DOE directives, and legally-binding agreements. The Hanford Site currently has numerous archeological sites, historical/potentially historical sites, traditional cultural properties and associated collections and artifacts.

- Key Customers:
- DOE-RL
- DOE-ORP
- Hanford Site contractors

General Scope and Outcome:

The Contractor shall coordinate, integrate and maintain the Cultural and Historic Resource Program. The Contractor shall protect Hanford Site cultural and historic resources, document potential impacts and address any real or potential impacts. The Contractor shall coordinate associated reviews of all Federal undertakings conducted on the Hanford Site, monitor Site conditions to protect important cultural resources, and maintain records and archaeological and historical collections.

The desired outcome of the Cultural and Historic Resource Program is that cultural and historical sites on the Hanford Site are preserved and protected in accordance with applicable laws and regulations.

Detailed Scope and Requirements:

The Contractor shall:

- Conduct NHPA Section 106 Reviews for the Hanford Site contractors.
- Meet professional standards under regulations developed by the Secretary of Interior Standards and Guidelines (36 CFR Part 61).
- Develop, implement and maintain procedures to comply with the requirements of NHPA, AIRFA, ARPA and NAGPRA and other applicable cultural resources, laws, regulations, and DOE directives.
- Develop criteria and guidance for determining when NHPA Section 106 reviews are necessary.
- Comply with NHPA Section 106 MOAs, programmatic agreements, and cultural management plans.
- Establish and maintain a long-term monitoring program at National Register and National Register-Eligible sites; archaeological sites with human remains (Locke Island, F Island, dunes area); cemeteries; high risk archaeological areas.
- Process and analyze artifacts collected as a result of field work and surveys.
- In accordance with the applicable requirements (i.e., 36 CFR 79), manage and maintain a repository of files and artifacts that are collected as a result of archaeological field work and surveys.
- Monitor and support the historic and cultural resource protection activities of Hanford Site contractors; coordinate surveys performed to document the occurrence of protected resources; evaluate and document impacts to protected resources, as required by the *National Historic Preservation Act*, *American Indian Religious Freedom Act*, the *Archaeological Resources Protection Act*, *Native American Graves Protection and Repatriation Act*, and Executive Order 13007, *Indian Sacred Sites*, by implementing procedures described in the Cultural and Historic Resource Program.
- Minimize impacts to National Register-Eligible sites, archaeological sites with human remains (Locke Island, F Island, dunes area), cemeteries, and high risk archaeological areas by Hanford Site activities.
- Assist the Hanford fire and emergency response activities by providing information on sensitive cultural areas. If cultural sites/areas have been impacted by fire activities (e.g., disking, bull dozing), the Contractor shall work with DOE to assess any damage and take mitigation measures.
- Maintain the Cultural and Historic Resource Program reference library and database.
- Maintain and manage Hanford Site cultural and historic resource site files (hard copy and electronic) and associated compliance project files for all such work that occurs at the Hanford Site.
- Propose an approach for archiving and managing past, present and future cultural and historical resources files which is user-friendly, provides for quick retrievability, is safe and secure, and is cost efficient.

- Establish records management procedures and coordinate with other Hanford Site contractors to obtain essential documents to be included in Hanford Site cultural and historic program files.
- Maintain the Cultural and Historic Resource Program webpage.
- Transition and administer the subcontract with the Wanapum for oral history knowledge of the Hanford Site.
- Make cultural and historic resource documentation available to support NEPA determinations of the potential impacts of planned Hanford Site activities prior to initiating operations.
- Coordinate fieldwork and surveys with other Hanford Site contractors, Tribal Nations cultural representatives, and as needed, stakeholders and interested parties.
- Support cultural issues meetings.
- At Contracting Officer direction, maintain and operate visitor center(s) and/or historic sites.

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None

Contractor interfaces include the Tribal Nations, State Historic Preservation Office, Advisory Council on Historic Preservation, USFWS; DOE-HQ Federal Preservation Office, and other Government agencies to ensure that cultural and historic resources are protected in accordance with applicable laws and regulations.

The MSC does not perform Section 106 Reviews for the RCCC projects. However, the RCCC may utilize the MSC records and files for background and literature research/review. Upon completion of a project, the RCCC will provide to the MSC, complete files which will be included in the MSC files. In addition, artifacts, if collected, will be transferred to the MSC for inclusion in the Hanford Site collections.

C.2.1.8.6 Seismic Monitoring

Background:

Seismic Monitoring ensures compliance with CRD O 420.1B, Chg 1 (Supp Rev 0) *Facility Safety* and DOE Guide 420.1-1, Section 4.7, *Emergency Preparedness and Emergency Communications*. CRD O 420.1B, Chg 1 (Supp Rev 0) establishes facility safety requirements related to nuclear safety design, criticality safety, fire protection, and natural phenomena hazards mitigation. For earthquake monitoring, the Order requires that *Facilities or sites with hazardous materials shall have instrumentation or other means to detect and record the occurrence and severity of seismic events.*

The seismic network on the Hanford Site consists of two (2) designs of equipment and 41 sites (seismometer sites and strong motion accelerometer sites). Seismometer sites are designed to locate earthquakes and determine the magnitude and hypocenter location. Strong motion accelerometer sites are designed to measure ground motion.

Key Customers:

- DOE-RL

- DOE-ORP
- All Hanford Site Contractors

General Scope and Outcome:

The Contractor shall provide a Hanford Site Seismic Monitoring function consisting of an uninterrupted collection of high-quality raw and processed seismic data from the Hanford Seismic Network for DOE and Hanford Site contractors. This function shall have the capability to locate and identify sources of seismic activity and monitor changes in the historical pattern of seismic activity at the Hanford Site. The Contractor shall compile, archive and publish the data for use by Hanford Site contractors involved in waste management, natural phenomena hazards assessments, and engineering design and construction.

The desired outcome of the Hanford Site Seismic Monitoring is a service that provides an uninterrupted collection of high-quality raw seismic data from the Hanford Seismic Network located on and around the Hanford Site, and the Eastern Washington Regional Network.

Detailed Scope and Requirements:

The Contractor shall:

- Issue quarterly reports of local activity, an annual catalog of earthquake activity on and near the Hanford Site, and special-interest bulletins on local seismic events. The annual catalog shall include the fourth quarter report for the fiscal year. The quarterly reports shall cover seismic activity on and near the Hanford Site and include earthquake activity that occurred during the preceding quarter and the geologic interpretation of the sources of the earthquakes.
- Provide interpretations of seismic events from the Hanford Site and vicinity. Locate and identify sources of seismic activity, monitor changes in the historical pattern of seismic activity at the Hanford Site, and build a "local" earthquake database (processed data) that is permanently archived.
- Maintain an archive of all seismic data from the Hanford Seismic Network and records for the seismic sensor and relay sites and make readily accessible to all Hanford Site contractors.
- Provide assistance to the Hanford Site Emergency Operations function and Hanford Site facilities in the event of a significant earthquake on the Hanford Site.
- Operate and maintain the seismic network (sites and equipment).

Boundaries, Constraints, and Interfaces:

Boundaries and constraints: None

Contractor interfaces include the University of Washington Geophysics Program and U.S. Geological Survey for the purposes of sharing data and information. An existing contract is in place with the University of Washington to maintain land agreements for seismic network sites, provide data analysis, update software and provide seismologist support.

C.2.1.8.7 Curation Services

Background:

The "Hanford Collection" is the term for articles collected under the historic preservation laws and regulations which have been recovered in connection with the Federal Government's activities at the Hanford Site, located near Richland, Washington.

Key Customers:

- DOE-RL
- DOE-ORP
- All Hanford Site Contractors

General Scope and Outcome:

The contractor shall provide curation services for the Hanford Collection. The desired outcome of Curation Services is evaluation, collection, tracking, cleaning, storing, inventory, preservation, security and display of all current and newly acquired Hanford Collection artifacts related to the Hanford sites' Manhattan Project and Cold War Era in accordance with applicable laws and regulations.

Detailed Scope and Requirements:

The Contractor shall perform curation tasks consistent with 36 CFR 79 regulations including the following:

1. Evaluate previously unprocessed artifacts and physically review new items for possible inclusion in the collection in accordance with criteria established in the DOE report DOE-RL-97-71.
   - Perform walkthrough survey assessments of Hanford as requested by the COR (approximately one day every other month) to assist in the identification and physical removal of items to add to the collection.
   - Document the process and results of walkthrough survey assessments of Hanford buildings and provide a synopsis of the event to the COR.
   - Maintain a map or detailed description identifying the location of items tagged during the walkthrough process.
   - Digitally photograph larger items as a method of preservation (approximately 30 items photographed per year) and maintain a digital archive of the photograph collection consistent with the above mentioned DOE report. The digital collection must be available to the COR online or by a transferable electronic media source such as a CD.
   - Assist DOE in the identification of original source documents by segregating and preparing suspected documents for shipment to DOE facilities.

2. Provide a 36 CFR 79 compliant collection service and a storage facility. Issue a letter to each of the other primary site contractors informing them of MSC's provision of an artifact pick-up service for items.

3. Track collection information by labeling, photographing, and adding a detailed description to the museum collection management system.
   - Label, photograph and catalog all unprocessed physical items in the collection by the end of FY 2011. Apply durable/removable labels and a bar code hangtag to connect the items to the database records. Maintain a digital archive of the physical item collection.
   - Process new items into the collection as requested by the COR (approximately 10 new additions per month).
   - Maintain a complete and detailed catalog and description of the collection.
   - Process archival collection by appraising, arranging, boxing and creating a relational database (index).
   - Label, catalog and assign subject categories to all unprocessed photographs in the collection (approximately 100 photographs per year).

4. Clean and stabilize objects in the Hanford Site collections using preventative conservation techniques. Some objects need extra attention to prevent further deterioration or to prevent deterioration of adjacent objects.
   - Clean & stabilize various objects as required.
   - Provide for minor repair capabilities to artifacts to assist in the stabilization process.

5. Store the Hanford Site collections using appropriate methods and containers in a climate-controlled, secure building as required in 36 CFR 79.9(3) and in DOE-RL-97-71, section 5.2 Artifact Protection or in another facility as provided by DOE. The display building must also comply with local city and state ordinances for a public access building. The collection is currently estimated at approximately 4000 items covering 12,000 square feet of storage space.
   - The contractor will be responsible for providing 2000 square feet display space for the collection and display. The contractor will work with the COR to use storage space at various sites across Hanford to provide the remaining 10,000 of storage space. Existing government storage will remain on a space available basis.
   - Process new additions to the collection (approximately 10 per month).
   - Provide storage for objects using containers and materials that are consistent with archival standards. Small items are often placed in plastic bags and odd-shaped items sometimes may need custom-fitted foam supports. Documents and records are placed in document boxes.
   - Maintain environmental conditions within the limitations of the government facility HVAC system. This shall include monitoring data logger recordings of temperature and humidity and performing integrated pest management tasks.
   - The contractor will be responsible for providing all required materials and supplies used to meet the curation standards.

6. Inventory the Hanford Site collection according to the inventory methods specified in the National Parks Service Museum Handbook, Part II, Chapter 4, Inventory which can be found online at: http://www.nps.gov/history/museum/publications/MHII/mh2ch4.pdf

7. Safeguard the part of the collection on display and stored at the contractor's facility.
   - Protect the collection against loss or damage from theft, vandalism, fire or detrimental environmental conditions.
   - Provide an electronic security service and oversee its testing and maintenance.
   - Provide a fire suppression system and oversee its testing and maintenance.
   - Maintain a security plan approved by the COR.

8. Provide Access to the Hanford Site collections for the general public and students, through exhibits in the contractor's facility and as an information resource. The curator shall act as DOE's Docent and provide access for researchers and institutions through archives, photo archives, and collection loans.
   - The "Hanford Collection" will be available for study, analysis, loan or exhibition and available for public viewing no less than four hours per day for 250 days per year.
   - The display location will be within Richland, Washington, and have a minimum display area of 2000 square feet which is provided and maintained by the contractor.
   - Handle information, research and photo archive requests.
   - Provide general museum support to accommodate public access requirements.
   - Work with researchers and exhibit designers/ builders to develop new exhibits for the collection and perform exhibit maintenance as requested by DOE. This is a separately priced line item and the contractor will provide DOE with price estimates for these services as required.
   - Arrange for outgoing artifact loans (for exhibit and research) and incoming artifact loans (for exhibit) as requested by DOE. Tasks include object retrieval, writing condition reports, photographing, packing and unpacking. "Satellite" exhibits may be requested by the Federal Agency official to be displayed at Richland Federal Building, the Consolidated Information Center (CIC) or other sites. The amount of time to complete such exhibit requests will vary depending on the request.

9. Program Administration includes attending required meetings, preparing reports, printing, copying, equipment repair and replacement, and direct property expenses.
   - Report preparation, meeting attendance and other duties requested by the COR.
   - Postage and shipping.
   - Equipment repair and replacement.
   - Miscellaneous printing and copying of papers and photographs
   - Miscellaneous direct property expenses
   - The Contractor also agrees to abide by the software licensing agreements in effect on all loaned software, and agrees to return such software upon any declaration of excess and permanent turnover of the loaned personal property, as requested by the Contracting Officer.

10. Staff Training And Development – The contractor shall provide all training required to keep its staff current with Hanford Site requirements and with museum standards.

11. Inventory – The Contractor shall maintain a catalogued inventory of all items contained in the "Hanford Collection" and other Government owned property in possession of the Contractor. These reports shall be available electronically to the COR by March 31 annually.

12. Quarterly Reports – The contractor will submit reports to the COR and CO on a quarterly basis detailing: inventory results, the physical status of the storage structures, additions or removal of items from the collection, ongoing or anticipated loans and future work anticipated.

13. The preservation and access to the "Hanford Collection" shall be in accordance with the laws, regulations, directives and documents listed in Section J in addition to the documents listed below:
    - DOE report (DOE-97-71) Hanford Curation Strategy: Manhattan Project and Cold War Era Artifacts and Records, Document Number: DOE/RL-97-71 (Rev 0). Available online at: http://www.hanford.gov/doe/history/docs/rl-97-71/
    - The Secretary of the Interior's Standards and Guidelines for Federal Agency Historic Preservation Programs Pursuant to the National Historic Preservation Act, 1998. found online at: http://fpi.historicpreservation.gov/%7Bdyn.file%7D/c6c6433f882740c986b22415b546c6db/Secretary%20of%20the%20Interior's%20Standards%20and%20Guidelines%20for%20Federal%20Agency%20Historic%20Preservation%20Programs.pdf
    - 32 CFR Part 229 – Archeological Resource Protection Act (ARPA) Regulations
    - 36 CFR 60 – National Register of Historic Places
    - 36 CFR Part 61 – Archeology and Historic Preservation: Secretary of the Interior's Guidelines.
    - 36 CFR 63 – Determinations of Eligibility for Inclusion in the National Historic Register
    - 36 CFR – National Historic Landmarks Program
    - 36 CFR Part 79 – Curation of Federally–Owned and Administered Archeological Collections. Available online at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title36/36cfr79_main_02.tpl
    - 36 CFR 805 – Procedures for Implementation of the National Environmental Policy Act
    - 36 CFR 800 - Protection of Historic and Cultural Properties
    - 36 CFR 810 – Freedom of Information Act Regulations
    - 36 CFR 1220 – Disposition of Federal Records
    - 41 CFR 101 - Public Contracts and Property Management
    - 43 CFR 7 - Protection of Archeological Properties
    - 43 CFR 10 – Native American Graves Protection and Repatriation Act: Final Rule
    - 43 CFR 3 – Preservation of American Antiquities
    - CRD M 470.4-4A, Chg 1 – Information Security.
    - CRD M 471.3-1 – Manual for Identifying and Protecting Official Use Only Information
    - CRD O 471.3 - Identifying and Protecting Official Use Only Information.

- CRD O 471.1B - Identification and Protection of Unclassified Controlled Nuclear Information.
- 18 U.S. Code Title 2071 – Concealment, Removal, or Mutilation.
- All applicable Washington State historic preservation laws http://www.dahp.wa.gov/pages/EnvironmentalReview/Laws.htm

14. Special Property Requirements

- Overview of the Property - The Hanford Collection will be considered "on loan" to the Contractor. The Contractor recognizes the Federal Government's continued ownership and control over the Hanford Collection and the Federal Government's responsibility to ensure that the Hanford Collection is suitably managed and preserved for the public good. The Government reserves the right to approve all additions to the collection as well as removing any and all items from the collection at the discretion of the COR or the DOE CO.
- Inclusion of New Items and Special Requirements for the Current Collection–
  - Contractor curatorial duties include evaluation of items chosen for the Hanford Collection. Items recommended for inclusion in the collection are cataloged and photographed. Listing of items cataloged is provided to the Contracting Officer annually (by March 31 for the previous calendar year). Depending on the number of items to report, listings are provided more frequently.
  - The contractor shall put in place a system or standard operating procedure by which all possible additions to the collection (either from DOE, their contractors, or a private party) are reviewed by the COR to ensure they are appropriate and lawfully obtained. The contractor will notify the COR within 15 days of any new items that are donated to the collection by DOE employees, DOE contractors or private parties to request approval to add the item to the collection.
  - If a third party donates/loans the contractor unlawfully obtained Federal Government property or artifacts they will immediately notify the COR requesting a review for disposition and possible transfer back to DOE.
  - "Alienation" is defined as the unlawful removal of Federal records from Federal custody. If the contractor finds "alienated" documents already in the collection or donated/loaned to the contractor by a third party they will immediately notify the COR requesting a review for disposition and possible transfer back to the DOE.
  - The contractor may only possess "unclassified" or "declassified" documents that have been released for public viewing and is required to immediately notify the COR if they encounter for Official Use Only (OUO) or "Sensitive" documents as well as documents that have not been otherwise approved for public release. DOE reserves the right to have immediate access to and to repossess all documents and photographs that are "Sensitive" or suspected to be "Sensitive" regardless of where they were obtained.
- Excess Property - Both Government–owned property not included in the Hanford Collection and all or parts of the Hanford Collection may at some time be considered "excess". The Contractor may make recommendations concerning excessing, or excluding or removing property. A determination will be made by the Contracting Officer through the DOE excess property program. Until a declaration of excess is processed, the Contractor agrees to maintain the Hanford Collection in accordance with 36 CFR 79.9, 79.10 and 79.11 and to maintain other U.S. Government property as appropriate. Items may be recommended for exclusion or removal from the Hanford Collection on the basis of the following factors:

- Duplicate item may already be in the collection.
- Item in better condition or with a history more related to the Hanford Site may have been received.
- Item may have deteriorated to the point where it has lost its integrity.
- Item may be hazardous to humans or to other items in the collection.
- Item may be a fake or not as originally represented.
- Item may be too large to care for.

- If the item does not fit the collection guidelines established in *Hanford Curation Strategy: Manhattan Project and Cold War Era Artifacts and Records,* DOE-RL-97-71, revision 0, December 1997, Page 5.2 "Selection Criteria" (also page D.6 "Attachment 1 – Screening Criteria for Manhattan Project and Cold War Era Hanford Artifacts") then the contractor must obtain the CO or COR's approval to maintain the item in the DOE collection.
- Regulations - The Contractor shall provide for the professional care and management of the Hanford Collection in accordance with 36 CFR 79.9, 79.10, and 79.11 and all of the regulations listed in Section J. Any use that would alter, damage, or destroy any object in the Hanford Collection shall not be allowed except as in accordance with 36 CFR 79.10. The Contractor shall be responsible, if negligent, for the costs for repair, restoration, and possible replacement, or compensation to the Government.
- Loans - The COR may, from time to time, request access or loan of Hanford Collection items, giving the Contractor a minimum notice of 10 days for loan actions, subject to completion of the appropriate loan documents. The Contractor agrees to grant the Government's requests for access or loan of Hanford Collection materials, unless access or loan creates significant hardship to the Contractor. Costs associated with the loan or outside use of Government-owned property, such as transportation, packing, unpacking, etc., will be paid by the Government. The Contractor shall review and approve or deny requests for access to or short-term loan of the Hanford Collection (or a part thereof) for scientific, educational or religious uses in accordance with 36 CFR 79.10. The Contractor shall maintain administrative records that document approved scientific, educational, and religious uses of the Hanford Collection. The Contractor's Repository Official shall provide the Contractor's loan policy and associated loan agreements to the COR for approval.
- Contractor Responsibility for the Collection - The Contractor shall not mortgage, pledge, assign, repatriate, transfer, exchange, give, sublet, discard or part with possession of any of the Hanford Collection in any manner to any third party either directly or indirectly without the prior written permission of the CO. In addition, the Contractor shall not take any action whereby any of the Hanford Collection shall or may be encumbered, seized, taken in execution, sold, attached, lost, stolen, destroyed or damaged.

<u>Boundaries, Constraints, and Interfaces:</u>

Boundaries and constraints: None

Contractor interfaces include the Tribal Nations, State Historic Preservation Office, Advisory Council on Historic Preservation, USFWS; DOE-HQ Federal Preservation Office, and other Government agencies to ensure that cultural and historic resources are protected in accordance with applicable laws and regulations.

C.2.1.9 Radiological Site Services (RSS)

Background:

Radiological Site Services (RSS) is a Hanford Site service is provided by Mission Support Alliance (MSA). RSS is a fully integrated and documented set of radiological support programs which provide the technical support, dosimetry, data, and records necessary to demonstrate compliance with this required radiological monitoring and to verify the adequacy of Site radiological control programs in protecting the health and safety of workers, the public, and the environment.

RSS includes the following four components: the Hanford External Dosimetry Program (HEDP), the Hanford Internal Dosimetry Program (HIDP), Hanford Radiological Records Program (HRRP), and the Hanford Radiological Instrumentation Program (HIRP)..

Key Customers:

- DOE-RL
- DOE-ORP
- PNNL
- Other Hanford Contractors

General Scope and Outcome:

The Contractor shall:

- Provide RSS, as appropriate, for all Contractor and subcontractor employees performing hazardous work that may expose workers to radiological hazards.
- Develop a *RSS Business Case Analysis* for the RSS workscope and prepare a proposal for performing all or part of this workscope, as described in the detailed scope and requirements in the *supplemental information for preparation of the RSS Business Case Analysis (completed).*
- Upon DOE review of the RSS Business Case Analysis, the Contractor may be authorized for direct MSC performance of all or part of the RSS workscope. If the Contractor is authorized for direct MSC performance of all or part of the RSS workscope, DOE will provide a list of GFS/I and a list of required deliverables (completed).

Detailed Scope and Requirements:

For RSS program identified in the background, the Contractor shall:

- (Complete) Prepare and submit to DOE-RL a *RSS Business Case Analysis* for the most effective means to provide RSS based on this assessment. The *RSS Business Case Analysis* shall address the following:
  - Whether RSS should remain an integrated program with a single provider, or whether one of more of the component programs of RSS should be acquired under separate providers.
  - The overall impacts to RSS if one or more component programs of RSS are acquired under separate providers.

- For each of the four (4) components of the RSS program (HEDP, HIDP, HIRP, and HRRP), the Contractor shall assess the current and future needs over the life-cycle of the Hanford cleanup mission considering the following criteria:
  - Availability of necessary facilities, equipment, instrumentation, and services.
  - Availability of necessary technical expertise and experience.
  - Maintenance of any required certifications and accreditations.
- For the HIDP scope of work, prepare an assessment of options for the continued availability of current in vivo counting facilities over the life-cycle of the Hanford cleanup mission.
- Include commercial best practices, a transition and implementation plan with a life-cycle resource estimate that includes all costs, and an approach for responding to emerging RSS needs for which there is no established technical capability.

- DOE has approved MSC to take over the full scope of the RSS Program..
- Perform the work associated with the Hanford Radiological Instrumentation Program (HIRP) as described in C.2.1.9.3. Transition from PNNL the work associated with the RSS Program described in Sections C.2.1.9.1, C.2.1.9.2, and C.2.1.9.4. Upon successful transition, begin performing the full RSS work scope as of October 1, 2012.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints: None.

Contractor interfaces include PNNL and other Hanford Site contractors in gathering information and data necessary to prepare the RSS Business Case Analysis for direct MSC performance of RSS workscope.

C.2.1.9.1 Hanford External Dosimetry Program (HEDP)

The HEDP provides U.S. Department of Energy Laboratory Accreditation Program (DOELAP)-accredited external dosimetry services, including providing technical support, documentation, and dosimeters that are capable of demonstrating compliance with external radiation monitoring requirements and dose limits of applicable DOE regulations and directives.

General Scope and Outcome:

The HEDP shall be designed and implemented based on the expressed types and quantities of external dosimetry services required by all key customers, including the capability of processing up to 60,000 dosimeters per calendar year. The HEDP shall be managed in a fully integrated manner with other RSS programs.

The desired outcome of the HEDP is external dosimetry services which provide demonstrated compliance with the external radiation monitoring requirements of all key customers, and provide technically sound, defensible data for determining adequacy of Site radiological control programs in protecting the health and safety of workers, the public, and the environment.

<u>Detailed Scope and Requirements:</u>

The Contractor shall:

- Provide the staffing and personnel required to perform HEDP services including the preparation, distribution, processing, and documentation of external dosimetry, including associated dosimetry-processing instrumentation and software.
- Provide, distribute, and process dosimeters including personnel whole-body, extremity, and accident dosimeters, area monitoring and criticality dosimeters, and environmental dosimeters.
- Maintain DOELAP accreditation in all external exposure categories required by customers.
- Provide the capability for priority processing of personnel dosimeters and on-Site emergency processing of personnel dosimetry.
- Provide the results of processing of personnel dosimeters to the Hanford Radiological Records Program for inclusion in personnel radiation exposure records including shallow dose equivalent, eye dose equivalent, deep dose equivalent, and neutron dose equivalent, according to the type(s) of dosimeter.
- Develop and maintain a technical basis document(s) for the HEDP.
- Provide representation to the Hanford Personnel Dosimetry Advisory Committee and necessary logistical and administrative support for the Committee.
- Provide and maintain technical documentation and specifications of the performance characteristics of dosimeters and the algorithms used for processing these dosimeters. This includes providing technical support to confirm that these performance characteristics and processing algorithms remain appropriate to meet customer monitoring requirements.
- Provide prompt notification to the applicable customer point-of-contact in the event of high, abnormal, missing, or anomalous dosimeter results. This includes providing technical support in investigating high, abnormal, missing, or anomalous dosimeter results and determining appropriate exposure or dose values.
- Develop and maintain systems for tracking the status of dosimeters which have been issued, for providing routine, periodic reports on the status of results of dosimeter distribution and processing, maintaining appropriate dosimetry records for personnel in a special or unique status, such as a declared pregnant worker, or on a radiological work restriction, and routine updating of radiological access control systems.
- Maintain a 24-hour point of contact for on-site radiological incidents.
- Establish a HEDP point-of-contact as the primary focus for routine service requests or information. Special requests requiring a commitment of additional resources shall be approved by DOE-RL prior to fulfilling the request.
- Interface with customers to determine specific external dosimetry needs and requirements, to provide requested technical support, and to provide status and results of external dosimetry distribution and processing.
- Notify DOE-RL of any potentially abnormal event or special service request such as multiple assignment of the same dosimetry, dosimeters worn by the wrong worker, dosimeters taken apart by workers, and other unusual events.

C.2.1.9.2 Hanford Internal Dosimetry Program (HIDP)

The HIDP provides DOELAP-accredited internal dosimetry services, including technical support, documentation, and analyses that are capable of demonstrating compliance with internal radiation monitoring requirements and dose limits of applicable DOE regulations and directives.

General Scope and Outcome:

The HIDP shall be designed and implemented based on the expressed types and quantities of internal dosimetry services required by all key customers, including the capability of performing up to 7,000 each in vitro and in vivo bioassays per calendar year. The HIDP shall be managed in a fully integrated manner with other RSS programs.

The desired outcome of the HIDP is internal dosimetry services which provide demonstrated compliance with the internal radiation monitoring requirements of all key customers, and provide technically sound, defensible data for determining adequacy of Site radiological control programs in protecting the health and safety of workers, the public, and the environment.

Detailed Scope and Requirements:

The Contractor shall:

- Provide the staffing and personnel required to perform HIDP services including the preparation, distribution, processing, and documentation of in vitro excreta samples and results and in vivo measurements and results, including maintaining associated software and in vivo measurement instrumentation.
- Maintain DOELAP accreditation in all internal exposure categories required by customers.
- Provide the results of HIDP measurements and analyses to the Hanford Radiological Records Program for inclusion in personnel radiation exposure records.
- Develop and maintain a technical basis document(s) for the HIDP, including the technical bases for evaluating radiological intakes and bioassay results. Update the HIDP as necessary to ensure such evaluations incorporate the latest International Commission on Radiological Protection (ICRP) biokinetic and human physiology models, e.g., ICRP Report No. 66 lung model, consistent with existing DOE regulations and direction.
- Provide representation to the Hanford Personnel Dosimetry Advisory Committee and necessary logistical and administrative support for the Committee.
- Maintain the capability to perform in vivo measurements on an emergency basis within two (2) hours of notification.
- Provide guidance and technical input regarding medical intervention and recommend appropriate follow-up bioassay.
- Provide technical support in determining type(s) and frequency(ies) of bioassays to meet specific customer requirements.
- Perform routine scheduling for in vivo and in vitro bioassays, including developing and maintaining a system for home delivery and pick-up of bioassay kits.
- Develop and maintain a system for evaluating and implementing waivers for routine bioassays.

- Provide for analysis of in vitro excreta samples and provide technical oversight of the excreta analysis laboratory to include conducting a quality control oversight program independent of the excreta analysis laboratory's in-house quality control program.
- Provide prompt notification to the applicable customer point-of-contact in the event of positive, abnormal, or anomalous bioassay results. This includes providing technical support in investigating such positive, abnormal, or anomalous bioassay results and determining appropriate dose values.
- Develop and maintain systems for tracking and providing routine, periodic reports on the status and results of bioassays that have been scheduled, maintaining appropriate records for personnel in a special or unique status such as a declared pregnant worker, or on a radiological work restriction, and routine updating of radiological access control systems.
- Maintain a 24-hour point of contact for on-Site radiological incidents.
- Establish a HIDP point-of-contact as the primary focus for routine services' requests or information.
- Interface with customers to determine specific internal dosimetry needs and requirements, to provide requested technical support, and to provide status and results of internal dosimetry scheduling and processing.
- Notify DOE-RL of any special service request, such as, development of a new bioassay protocol, request to use a non-typical analytical model, and other unusual requests. Special requests requiring a commitment of additional resources shall be approved by DOE-RL prior to fulfilling the request.

C.2.1.9.3 Hanford Radiological Instrumentation Program (HRIP)

The HRIP provides calibration, maintenance, and repair services for a broad range of portable and semi-portable radiological instrumentation, including technical support and documentation, to maintain the capability of such instrumentation to demonstrate compliance with radiation monitoring requirements of applicable DOE regulations and directives.

General Scope and Outcome:

The HRIP shall be designed and implemented based on the expressed types and quantities of portable and semi-portable radiological instrumentation calibration, maintenance, and repair services required by all key customers, including the capability of performing up to 16,000 instrument calibrations per calendar year. When MSA assumes responsibility for all RSS programs, the HRIP shall be managed in a fully integrated manner. The desired outcome of the HRIP is radiological instrumentation and services which provide demonstrated compliance with the radiation monitoring requirements of all key customers, and provide technically sound, defensible data for determining adequacy of Site radiological control programs in protecting the health and safety of workers, the public, and the environment.

Detailed Scope and Requirements:

The Contractor shall:

- Provide the staffing and personnel required to perform HRIP services including the routine pick-up and delivery of radiological instrumentation from customers, and the maintenance of software and instrumentation associated with calibration, maintenance, and repair of radiological instrumentation.

- Provide and maintain the capabilities to calibrate, maintain, repair, and perform performance and/or type testing for a broad range of radiological instrumentation designed to detect and/or quantify x-ray, gamma ray, beta particle, alpha particle, and/or neutron radiations across a broad range of energies and intensities. Calibration of radiological instrumentation shall be performed in accordance with appropriate American National Standard Institute (ANSI) standards, using calibration sources traceable to the National Institute of Technology and Standards, or equivalent international standards.
- Maintain, manage, procure and modernize the existing Hanford pool of radiological instruments, including developing processes for necessary replacement of pool instruments.
- Provide a records management system for the capture and retention of records and data associated with calibration, maintenance, and repair of radiological instrumentation, including any performance and/or type testing of radiological instrumentation.
- Provide representation to the Hanford Instrument Evaluation Committee and necessary logistical and administrative support for the Committee.
- Provide and maintain technical documentation and specifications of the performance characteristics of radiological instrumentation calibrated and/or maintained. This includes providing technical support to confirm that these performance characteristics continue to meet changing customer monitoring requirements.
- Develop and maintain systems for tracking the status of calibration, maintenance, and repair of radiological instrumentation, and for providing routine, periodic reports on this status to customers.
- Provide prompt notification to the applicable customer point-of-contact of any radiological instrument provided for calibration, maintenance, or repair found to be outside customer-required tolerances.
- Provide certification of current activity, emitted dose rate, or surface emission rate for various configurations of field check sources.
- Provide technical and administrative support when requested by customers for the purchase of new or replacement radiological instrumentation.
- Establish a HRIP point-of-contact as the primary focus for routine service requests or information. Special requests requiring a commitment of additional resources shall be approved by DOE-RL prior to fulfilling the request.
- Interface with customers to determine specific customer radiological instrumentation needs and requirements, to provide requested technical support, and to provide status and results of calibration, maintenance, repair, and/or testing of radiological instrumentation, including out-of-tolerance reports.
- Provide specialized calibrations or modified instrument design or functions (e.g. ruggedized or window designs).
- Maintain software, hardware, and documentation in compliance with the requirements of all key customers and approved procedures and Quality Assurance Plan including appropriate electronic and information management security plans.

C.2.1.9.4 Hanford Radiological Records Program (HRRP)

The HRRP provides for the management and preservation of current and former radiation monitoring records for DOE (and predecessor agencies) employees, Hanford contractors, sub-

contractors, and visitors, including records of existing and past Hanford Site radiation dosimetry policies and practices, to demonstrate compliance with radiation exposure requirements of applicable DOE regulations and directives.

General Scope and Outcome:

The HRRP shall be designed and implemented based on the types and quantities of records and data generated by RSS programs, and the expressed types and quantities of any associated records and data required by all key customers, including managing the existing records and databases associated with past Hanford Site occupational and area radiation monitoring programs. The HRRP shall be managed in a fully integrated manner with other RSS programs.

The desired outcome of the HRRP is a records and data management system(s) which provides demonstrated compliance with the records and data retention requirements of all key customers, and provides retrievable, technically sound, defensible records and data for determining the adequacy of current and former Site radiological control programs in protecting the health and safety of workers, the public, and the environment.

Detailed Scope and Requirements:

The Contractor shall:

- Provide the staffing and personnel required to perform HRRP services including records and data processing, data validation, issuance of required reports, and maintenance of historical records and data, including maintenance of software and instrumentation associated with the HRRP services.
- Design and maintain necessary data interfaces to allow for electronic transfer of data from RSS programs and/or customers to the maximum extent practicable.
- Perform validation of data entry for both electronic data transfer and manual data entry, including any corrective actions necessary as a result of such data validation.
- Generate and issue reports required by customers, including required termination, annual worker exposure, and visitor exposure reports.
- Maintain reproducible, retrievable radiation records for all current and former Hanford Site workers.
- Provide representation to the Hanford Radiation Exposure System Users' Group and necessary logistical and administrative support for the Users' Group.
- Provide records support for litigation or worker's compensation hearings, *Privacy Act* or *Freedom of Information Act* requests, and DOE-approved requests for data in support of epidemiological or research organizations.
- Develop and maintain a system to capture and retain records of existing and past Hanford Site radiation dosimetry policies and practices.
- Establish a HRRP point-of-contact as the primary focus for routine services' requests or information. Special requests requiring a commitment of additional resources shall be approved by DOE-RL prior to fulfilling the request.

  Interface with customers to determine specific customer service needs and requirements, to facilitate necessary data transfer, to provide requested technical support, and to provide required reports.

C.2.2 Site Infrastructure and Utilities

The scope of Site Infrastructure and Utilities include analytical services, biological control, crane and rigging, motor carrier services, facility services, fleet services, railroad services, roads and grounds and utilities (electrical and energy management, water and sewer). The Contractor shall develop and implement an integrated, life-cycle approach to furnish, operate, maintain, turndown, and close required infrastructure – for all mission areas – based on necessary and sufficient user requirements. The Contractor shall operate and maintain infrastructure systems to directly and reliably meet customers' needs and ability to conduct environmental cleanup.

The Contractor shall maintain services and equipment that are required, and ensure safe, compliant, cost-effective, and energy-efficient alignment with projects that are integral to the Hanford Site environmental cleanup mission. The Contractor shall, when appropriate and cost effective, replace fixed and system-related utilities with temporary services or permanent, off-grid power sources. When DOE or the Contractor determine that the services and/or equipment are not longer required or cost-effective, the Contractor shall propose actions for elimination or removal. The Contractor shall, when appropriate, align its delivery of services and equipment to implement the goals described in Executive Order 13423, *Strengthening Federal Environmental, Energy, and Transportation Management*.

C.2.2.1 Analytical Services

Background:

The Waste Sampling and Characterization Facility (WSCF) is an analytical laboratory complex on the Hanford Site that was constructed to perform chemical and low-level radiological analysis on a variety of sample media. WSCF offers a wide range of process control, environmental, industrial hygiene, and radiological analytical services.

Key Customers:

- PRC
- TOC
- RCCC

General Scope and Outcome:

The Contractor shall operate and maintain WSCF in a ready-to-serve configuration that meets Hanford Site and project mission analytical chemistry capability and capacity requirements. As necessary, the Contractor shall establish and maintain off-site laboratory contracts to provide adequate capability and capacity to meet requirements. The Contractor shall maintain the *Hanford Analytical Services Quality Requirements Document (HASQARD)* for the Hanford Site. The Contractor shall participate in auditing functions as part of the Department of Energy Consolidated Audit Program (DOECAP).

The desired outcome of the Analytical Services function is a reliable, safe, efficient analytical chemistry service that provides accurate and timely chemical and low-level radiological analyses on a variety of sample media.

Detailed Scope and Requirements:

Waste Sampling and Characterization Facility (WSCF) Operations

The Contractor shall provide a full range of organic, inorganic, and radiochemical analytical capabilities. The Contractor shall analyze low-level radioactive samples (less than 10 mR/hr) at the WSCF laboratory in support of Hanford Site projects and other Hanford Site contractors. The Contractor shall perform analytical determinations of a variety of samples submitted, including those for inorganic chemistry, organic chemistry, radiological chemistry, disposal of samples, radiological control support, standards laboratory/stockroom supplies, and Infrastructure support (such as, production control, quality assurance, and the laboratory information management system).

Sample analysis shall be performed in accordance with the Hanford Analytical Services Quality Assurance Requirements Document (HASQARD), DOE/RL-96-68.

The Contractor shall be accredited by the American Industrial Hygiene Association and Ecology.

WCSF Surveillance and Maintenance

The Contractor shall maintain laboratory facility reliability by performing essential facility repairs to support the acceleration of the Hanford Site cleanup. The Contractor shall perform safety upgrades to the WSCF laboratory, including the coordination of all work associated with design, estimating, scheduling, fabrication, contract administration and construction work necessary to complete the upgrades. The Contractor shall review specific equipment and facility needs annually and prioritize upgrades and repairs based upon safety, compliance, reliability, and production.

The Contractor shall provide surveillance and maintenance of structures, systems, components, and processes to ensure operation within the approved safety and compliance requirements envelope, including preventive maintenance and calibrations, repair of failed and malfunctioning equipment, walkdown of safety systems, operational surveillance of equipment and facility grounds, and routine radiological surveys.

WSCF Work Planning

The Contractor shall perform engineering, facility configuration management, work prioritization, planning and personnel training.

The Contractor shall provide all administrative, technical, and quality assurance resources necessary to maintain HASQARD in accordance with all applicable regulations and standards. The Contractor shall create and maintain a collaborative process to maintain the HASQARD which allows for all affected Hanford contractors, the Department of Energy, and regulators to participate in the process. Any revision to HASQARD or HASQARD related documents shall be dependent on approval from principals of affected contractors and by DOE. The Contractor shall compare and contrast both the DOECAP and HASQARD to ensure that all applicable DOECAP quality criteria have been included in the HASQARD.

WSCF shall meet requirements specified by its customers. For example, WSCF will be required to comply with portions of the *U.S. Department of Energy Carlsbad Field Office Quality Assurance Program Document*, DOE/CBFO-94-1012 and the *Hanford Site Transuranic Waste Characterization Quality Assurance Project Plan* when conducting analysis for items destined for the Waste Isolation Pilot Plant (WIPP). Test methods and quality assurance controls shall

be specified by the user of the services. The Contractor shall be subject to audit by the user of the services and external entities.

The Contractor shall align analytical chemistry throughput with the capacity of the WSCF.

The Contractor shall provide analytical audit support to the DOECAP. DOECAP performs audits of the industry-operated analytical laboratories performing work across the DOE complex.

For the Annual and Multi-Year Baseline, the Contractor shall:

- Perform a description of the work activities, including all upgrades/renovations along with the cost of labor (FTEs), subcontracts, assessments, materials, and assumptions necessary to operate and maintain WSCF and provide analytical services.
- Develop an Analytical Services Master Plan. The Plan shall:
  - Document a strategy for managing repairs, life extensions, upgrades, replacements, and deactivations for facilities and equipment for Analytical Services over a ten-year planning horizon.
  - Be in alignment and in accordance with CRD O 430.1B, Chg 1, *Real Property Asset Management*.
  - Contain a detailed inventory of all facilities, structures, and equipment, for example, buildings, heating and ventilation systems, and generators supporting Analytical Services.
  - Document the condition and describe the process for determining condition. At a minimum, the Contractor shall perform visual inspection of all the facilities, structures, and equipment, record deficiencies and follow-up with appropriate corrective actions.
  - Be updated every two (2) years.

<u>Boundaries, Constraints, and Interfaces:</u>

Boundaries and constraints:

- High-level sample analysis performed at the 222-S Analytical Laboratory Complex is not within the scope of the MSC. The 222-S Analytical Laboratory provides certain laboratory standards to WSCF as a service.
- WSCF provides the 6270 Building (part of WSCF complex) to the TOC. The 6270 Building contains the components of the laboratory information management system, which is currently managed by the TOC.

Contractor interfaces: None

C.2.2.2 Biological Controls

<u>Background:</u>

Biological Controls is a service to control noxious weeds, industrial weeds, other vegetation and animal pests. The program controls vegetation on approximately 2000 acres, traps and removes animals, and eliminates insect infestations.

<u>Key Customers:</u>

- DOE-RL

- DOE-ORP
- DOE-PNSO
- Hanford Site contractors

General Scope and Outcome:

The Contractor shall provide an effective Hanford Site-wide biological control program that complies with ESH&Q principles.

The desired outcome of the Biological Controls service is effective control and minimization of noxious weeds, industrial weeds, other vegetation, and animal pests; to ensure the protection of Hanford Site workers and the public from contamination spread by biological vectors; and to revegetate areas where erosion can expose the environment, workers, and the public to blowing dust or contamination.

Detailed Scope and Requirements:

The Contractor shall:

- Control noxious weeds, industrial weeds, other vegetation, and animal pests for the purposes of protecting employees, the public, and Hanford Site cultural and environmental (including biological) resources.
- Maintain facilities, roadways, fence lines, waste sites, radiological areas and tank farms free of wind blown tumbleweeds; perform spray operations and related activities in radiological areas; perform tumbleweed burning activities; post unidentified underground radioactive material areas as discovered during biological control operations; and perform animal control operations (fly traps, rebaiting, etc).
- Respond to all Hanford Site animal control calls, coordinate all biocide applications at site facilities, and provide equipment/technical expertise (to assist with the road maintenance function) in liquid de-icing activities during winter months as needed.
- Provide technical coordination on aerial herbicide applications for noxious weed and selective weed control and collect native plant seeds for use in revegetation plots. Areas bladed beyond the normal control swath will be treated with selective and nonselective herbicides.
- Maintain and provide all records and reports applicable to Biological Controls including: ESH&Q documentation, configuration management, performance trending, lessons learned feedback, correction action tracking, self assessment activities and coordination with DOE, state and local authorities regarding ESH&Q matters.
- Submit event reports in accordance with DOE occurrence reporting requirements.
- Revegetate waste sites and operations areas where erosion could compromise worker safety and ongoing Site operations.

Selective and non-selective herbicide applications shall be scheduled for applications during the year depending on vegetation growth on radioactive and waste sites.

All waste and radiation sites shall include a buffer zone (15 feet) outside the affected zone to control deep rooted vegetation.

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None

Contractor interfaces include USFWS for coordination of biological control activities near the Hanford Reach National Monument and EPA, DOH and Ecology for regulatory activities.

C.2.2.3 Crane and Rigging

Background:

The Crane and Rigging is a ready-to-serve, centralized pool of equipment and manpower for the Hanford Site.

Key Customers:

- All Hanford Site contractors

General Scope and Outcome:

The work scope for this activity includes all activities necessary to maintain ready-to-serve capability, including operation and maintenance of mobile cranes; hoisting, rigging, and scaffold erection and disassembly; inspection, load testing, and preventive maintenance; fabrication below the hook; hauling of equipment and apparatus; training and physicals; fabricating cables as appropriate, and management assessments.

The desired outcome is a reliable and safe Crane and Rigging service that efficiently meets the needs of Hanford Site customers per project schedule (on or ahead of schedule). In addition, the desired outcome is a "right-sized" Crane and Rigging service that helps to reduce life-cycle costs over the remaining span of the Hanford mission.

Detailed Scope and Requirements:

The Contractor shall:

- Manage, and schedule operations involving movable cranes and Crane and Rigging services.
- Maintain and operate cranes, rigging equipment and cable fabrication equipment.
- Operate and maintain a mobile crane pool and boom yard, including performing inspections, preventive maintenance and minor maintenance to cranes and equipment; ensuring procedure control and compliance; overseeing usage and cost tracking; providing customer coordination and support; performing customer planning and scheduling; and wire rope procurement, control and replacement.
- Operate and maintain regulated and non-regulated guzzlers including performing inspections, preventive maintenance, procedure control and compliance; overseeing usage and cost tracking; providing customer coordination and support; and performing customer, planning and scheduling.
- Assemble, erect and disassemble scaffolding.
- Chair the Site Hoisting and Rigging Committee.
- Gather and analyze utilization information and forecast the capacity of the crane pool.

- Coordinate hoisting and rigging activities with other Hanford Site contractors.
- Maintain the *Hanford Site Hoisting and Rigging Manual* (HSHRM) and Hanford Site Hoisting and Rigging intranet web site.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints:

- The WTP will provide its own crane and rigging.

Contractor interfaces: None

C.2.2.4 Motor Carrier Services

Background:

Motor Carrier Services provides a ready-to-serve, centralized pool of commercial motor vehicles and qualified drivers for on-site and limited commerce transportation of general freight and hazardous materials, including radioactive materials and radioactive mixed waste.

Key Customers:

- Hanford Site contractors.

General Scope and Outcome:

The work scope for this activity includes all activities necessary to maintain ready-to-serve capability of motor vehicles service and placard hazardous material shipments to Hanford Site contractors, as requested. The desired outcome is reliable, safe and compliant transportation of freight including hazardous materials that efficiently meets the needs of Hanford Site customers per project schedules. In addition, the desired outcome is a "right-sized" transportation service that helps to reduce life-cycle cost over the remaining span of the Hanford mission.

Detailed Scope and Requirements:

The Contractor shall:

- Act as the Hanford Site motor carrier similar to a commercial motor carrier.
- Maintain and operate a centralized pool of vehicles and drivers for on-site and limited commercial carrier operation in accordance with the Federal motor carrier safety regulations and Hanford on-site transportation safety document.
- Provide compressed gas shipments.
- Support office moves.
- Maintain cargo tankers.
- Pick up at local vendors as directed by their customers.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints:

- The Hanford Site contractor will prepare freight for shipment (packaging the freight) and provided associated documentation or direct a pick up of freight from a particular Site contractor or vendor.
- The preferred method for shipment of freight to other DOE site or to commercial vendor(s) is using a commercial motor carrier (41 CFR 109-40.105).
- Upon mutual agreement, the Contractor may provide a limited number of specialized vehicles to Other Hanford Site Contractors to support the efficient management of resources. Any vehicles provided by the MSC will remain in the MSC Fleet Maintenance Programs.

Contractor interfaces: None

C.2.2.5 Facility Services

Background:

Facility Services is a central maintenance function for non-radiological facilities, and includes facility painting, sign painting, carpentry, refrigerated equipment service, insulation, pipefitting, electrical, sheet metal, instrumentation, cement finishing, glazier work, custodial, locksmith, movers, and equipment calibration.

Key Customers:

- DOE-RL
- DOE-ORP
- DOE-PNSO
- All Hanford Site contractors

General Scope and Outcome:

The Contractor shall operate and maintain ready-to-serve services for maintenance of general purpose facilities.

The desired outcome is reliable and safe Facility Services that meet the needs of Site customers in a quality, timely, cost-effective, and energy-efficient manner.

Detailed Scope and Requirements:

The Contractor shall provide management and administrative oversight for all requested facility activities, including planning and directing the work.

The Contractor shall provide for the following facility services in support of the Hanford Site projects and contractors:

- Facility painting
- Sign painting

- Carpentry
- Refrigerated equipment service
- Insulation
- Pipefitting
- Electrical
- Sheet metal
- Instrumentation
- Cement finishing
- Glazier work
- Custodial
- Movers
- Equipment calibration, maintenance and repair
- Heating, ventilation and air conditioning (HVAC) maintenance and repair

Boundaries, Constraints, and Interfaces:

None.

C.2.2.6 Fleet Services

Background:

The Hanford Site utilizes many types of vehicles, including sedans, pickups, sport utility vehicles, vans, fuel tankers, heavy equipment, etc.

The majority of all motorized vehicles (those that are eligible for license plates) are leased from the General Services Administration [GSA], including sedans, busses, ambulances, tractors, flatbeds, dump trucks, tool vans, utility maintenance vans, cab and chassis, trailers, wreckers, and fuel tankers. Exclusions (vehicles not provided by GSA) include tactical response type units, special purpose or mission-unique vehicles, and large-size ambulances. DOE also purchases plated vehicles and other motorized items (such as rider mowers, backhoes, electric carts, etc) as needed. The GSA fleet is no longer a mandatory source of supply; however, agencies procuring their own vehicles must go through GSA Automotive. Vehicles that are initially leased but which cannot be returned to GSA (e.g., do not meet free release criteria) must be purchased by the agency from GSA.

Key Customers:

- DOE-RL
- DOE-ORP
- All Hanford Site contractors
- PNNL

General Scope and Outcome:

The Contractor shall provide management and coordination, statistical usage tracking, and reporting on GSA-leased vehicles and DOE-owned vehicles/equipment. The Contractor shall perform vehicle repair and modification services as required (e.g., in the 200 area). Some vehicles are designated as "regulated" due to contamination and are required to be serviced within radiologically-controlled areas. The scope also includes record-keeping, vehicle assignment, ensuring vehicle utilization, and excess/disposal of fleet vehicles and parts.

The desired outcome of Fleet Services is a high-quality, safe, reliable, environmentally responsible and regulatory compliant fleet that meets customer needs in a cost-effective, energy-efficient, and timely manner.

Detailed Scope and Requirements:

Management and Coordination

The Contractor shall:

- Manage and coordinate usage of the centralized fleet and associated property, which includes general and special purpose equipment.
- Ensure that all standard and special-use leased vehicles meet minimum usage thresholds, and that vehicles and equipment are properly assigned between and amongst Hanford Site contractors. GSA vehicles not meeting the Hanford Site standards shall be returned to GSA.
- Provide vehicle maintenance services, including inventory of or access to parts normally used for routine maintenance.
- Administration of the specific GSA vehicle lease.
- Provide potential updates to RL for DOE provided GF0024 (GSA Cross Service Agreement)
- Provide billing and reconciliation support for GSA payments received by RL.
- Receive detailed backup payment information from RL and/or GSA.
- Acquire (through lease or purchase), control, assign, and dispose of DOE-owned fleet equipment.
- Meet the Hanford Site utilization standards for vehicles and equipment.
- Not exceed the ceiling for the number of vehicles established by DOE.
- Comply with fuel reduction goals established by DOE.

Records and Database Management

The Contractor shall maintain all required records and databases for fleet activity (other than those systems maintained by GSA and other site Contractors [i.e., for leased vehicles used under their respective contracts]), including inter-site assignment and utilization of leased and owned vehicles, excess/disposal, and maintenance. The Contractor shall manage fuel administration as applicable.

Databases include:

- Federal Automotive Statistical Tool (FAST) database. This database meets the requirements of Executive Order 13149, which requires data on any leased or agency-owned vehicle under 8,500 GVWR (except patrol vehicles) or which uses alternative fuel. Information shall be entered into the database annually by October 15.
- OMB A-11 Transportation Efficiency Management Report database. Information shall be entered into the database annually by August 15.
- Vehicle Fleet Maintenance (VFM) system.

The Contractor shall respond to requests for routine and specialized reports required by the *National Energy Policy Act*, the Motor Vehicle Statement, etc.

Fleet Maintenance

The Contractor shall refresh the fleet to achieve the best value to the Government.

The Contractor shall:

- Perform routine preventive maintenance and inspections in accordance with manufacturer specifications, GSA schedules, and OSHA safety regulations.
- Perform vehicle and equipment corrective maintenance, as required to maintain performance and air quality standards.
- Perform GSA non-reimbursable services, such as in-the-field service calls (including towing).
- Perform major component repair, and reconstruction of failed major operating and drive train components.
- Perform auto body, glass and upholstery repair services.
- Perform customer-specified non-maintenance mechanical support, vehicle and equipment modifications, auxiliary equipment installation and transfer, accident damage repair, and special fabrication services.
- Perform inspection, maintenance and repair of plant/facility stationary engine driven emergency and operations mechanical equipment installed in operating plants and facilities.
- Comply with Washington State and U.S Department of Transportation inspection requirements.

Fleet Parts

The Contractor shall ensure the availability of all parts required for sustaining safe and efficient fleet operations. As appropriate, and in keeping with efforts to streamline the management of on-site warehousing and inventory management, the Contractor shall:

- Manage material inventories (or just-in-time access to parts needed) and closed loop waste minimization procurement programs for all parts received, stored, and dispositioned.
- Coordinate recycling efforts for recyclable materials and identification of excess automotive material for disposition, including fluids and tires.

- Perform research in support of parts requirements, ordering, receipt, storage, issuing, and staging of all automotive and equipment parts and materials. Perform tagging, isotopic paint identification, and disposal coordination of excess of shop tools and equipment.
- Coordinate the return of parts and cores to manufacturers, and assure that credits are received from vendors for erroneously shipped items and/or returned parts/cores.

Fleet (Bulk) Fuel

The Contractor shall purchase and distribute bulk fuel to heavy equipment located in the field.

Boundaries, Constraints and Interfaces:

Boundaries and constraints:

- Mileage, fuel, and repair costs for leased vehicles are tracked directly by GSA by means of the Voyager credit card, and therefore do not require additional tracking and reporting.
- GSA is the only entity responsible for data entry (regarding leased vehicles) to the (Government-wide) Fleet Management System.
- DOE maintains agreements with GSA with regard to vehicle leases, including the terms of repairs, maintenance, and monthly charges. The monthly lease charge for any vehicle typically represents the prorated cost of the vehicle (over its anticipated useful life) plus a mileage rate, which allows GSA to recover most costs associated with fuel and routine maintenance. Repair costs are covered by the manufacturer while a vehicle is still under warranty. After the warranty expires, GSA typically pays for routine maintenance (e.g., normal wear and tear) for leased vehicles, including such items as wiper blades, rock chip repairs (in windshields), brake pads, shocks, etc. GSA sets cost limits for each type of repair, and agencies are responsible for the cost of any service for which the charge exceeds GSA's limits. Agencies are also responsible for any repairs required due to operator negligence and for any major repairs (such as body damage, windshield replacement, repairs needed due to hail or dust storms, etc).
- In order to properly assess vehicle usage, mileage (to set the monthly rate charge), and repair costs, GSA requires that all repairs be charged to the GSA Voyager credit card (issued with each plated vehicle), that each vehicle be refueled at least once/month (or that mileage be entered via the GSA web site or the "Dial-a-Mile" system), and that GSA be notified whenever required preventative maintenance has been completed. Reporting discrepancies (such as negative mileage accrued during a month) are communicated directly with each Site contractor. GSA communicates with a single point-of-contact for any Hanford Site contractor assigned leased vehicles for use under their contract.

Contractor interfaces include GSA for acquisition of vehicles, billing, reporting, and implementation of the Cross Service Agreement.

C.2.2.7 Railroad Services

Background:

The Hanford railroad system consists of approximately 40 miles of Class II track and one (1) signal crossing between Horn Rapids Road and the 200 West Area.

Key Customers:

- All Hanford Site contractors are current or potential customers

General Scope and Outcome:

The Contractor shall oversee rail operations and maintenance, and determine requirements for future use on the Hanford Site.

The desired outcome is a safe and reliable railroad service on the Hanford Site, as necessary.

Detailed Scope and Requirements:

The Contractor shall:

- Assess Hanford Site needs for current and future railroad operations over the life-cycle of Hanford cleanup.
- Prepare a business case and develop a strategy that includes actions necessary to address the results of the assessment. Methods of performance including privatization shall be analyzed in the business case and addressed in the strategy accordingly.
- Maintain the track at a Class II level consistent with future needs identified in the Rail Operations Strategy.
- Oversee railroad operations and maintenance, as necessary.
- Coordinate with Hanford Site contractors, projects and off-site entities prior to and during any on-site rail movements, including placement of "flaggers" at necessary intersections, taking proper security actions, and making Hanford Site notifications.
- Terminate on-site rail operations if no future need is established.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints: None

Contractor interfaces include Energy Northwest and Tri-City and Olympia Rail for coordination of rail operations and applicable Federal and state regulators for the purpose of maintaining compliance.

C.2.2.8 Roads and Grounds

Background:

Roads and Grounds include road maintenance, snow removal, traffic management, and common grounds maintenance service for the Hanford Site.

Key Customers:

- DOE-RL
- DOE-ORP
- All Hanford Site contractors
- Transient personnel/visitors

General Scope and Outcome:

The Contractor shall maintain necessary and sufficient site roadways, to include patching/paving, snow removal, striping, and other services. The Contractor shall be responsible for maintenance of common grounds.

The desired outcome is a reliable and safe Road and Ground system that meets the needs of Hanford Site customers in a quality, timely and cost effective manner.

Detailed Scope and Requirements:

The Contractor shall:

- Conduct assessments to determine both near and long-term maintenance needs. Eliminate roads that are no longer needed.
- Repair, maintain, replace, or upgrade roads to achieve safe conditions.
- Maintain safe roads and parking lots during normal and inclement weather conditions, including grade and sweep roads and shoulders, remove debris, cleanup accidents and spills.
- Make recommendations to restrict access and make the appropriate notifications of restricted access or closure to DOE and other Hanford Site contractors in the event that roads are unsafe for travel.
- Remove snow from primary and secondary roads and at designated facilities, parking lots, and walkways. Snow Removal services include application of deicing compounds, sanding, and snow and ice removal via snow plowing and manual labor.
- Provide road striping and sealing of Hanford Site access and area roads, designated facilities, and parking lots.
- Ensure regulatory compliance during traffic movements, traffic reconfigurations, and roadway projects construction work that may disrupt service on a roadway; employee traffic concerns; and alert notifications.
- Provide a point-of-contact for activities that involve local law enforcement organizations and other traffic control groups, such as the City of Richland and the State of Washington Department of Transportation.
- Maintain the common grounds to ensure public/worker safety and environmental integrity within the 200, 300, and 600 Areas. Activities in this area include perimeter fence/sign maintenance at the Site boundaries; lawn and landscape care; annual inspection and maintenance of gravel pits; general area cleanup; sweeping sidewalks; washing buildings; sweeping general purpose facility parking lots and repairing bumper blocks.
- Maintain ability to utilize roads during emergency situations.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints:

- Facility specific parking lots and sidewalks associated with other contractors are not included in this work scope. However, the Contractor may provide these services to other Hanford Site contractors upon request and on a reimbursable basis.

Contractor interfaces include appropriate City, State, and Federal agencies where Hanford roads physically interface with public roadways.

C.2.2.9 Utilities

C.2.2.9.1 Electrical Transmission and Distribution, and Energy Management

Background

The high voltage electrical utility consists of a system for providing power to the facilities at the Hanford Site (100 Areas, 200 Areas, 400 Areas, and 600 Area).

Key Customers:

- DOE-RL
- DOE-ORP
- All Hanford Site contractors, businesses, or other public utilities that operate facilities in the 100 Area, 200 Area, 300 Area, 400 Area, and 600 Area.

General Scope and Outcome:

The Contractor shall operate the Hanford Site high voltage electrical transmission and distribution systems, including energy management responsibilities; and, coordinate with the interconnected utility operators, as necessary.

The Contractor shall eliminate and remove services and equipment that are no longer required and align the remaining systems and equipment with site and project missions; when appropriate and cost effective, replace fixed and system-related utilities with temporary services or permanent, off-grid power sources.

The desired outcome is timely, compliant, safe, reliable, cost-effective, and energy-efficient electrical service to Hanford Site projects/facilities that meets customer needs and maintains the integrity of the nation's bulk power system.

Detailed Scope:

The Contractor shall:

- Operate the Hanford electrical transmission and distribution system in a safe and reliable manner, in compliance with the requirements of the mandatory Electric Reliability Standards.
- Eliminate and remove services and equipment no longer required.
- Integrate improvements with site projects, the *Comprehensive Land Use Plan* (CLUP) and Real Property Asset Management.
- Monitor components for signs of impending failure, with selective maintenance performed when appropriate, to extend the operating life when necessary.
- Plan, organize, direct, monitor, and evaluate the operation of the Hanford Site electrical transmission and distribution system.
- Maintain safe working areas through controlled system configuration changes.

- Analyze electrical system loading and correct abnormal/emergency conditions.
- Prepare and execute switching orders.
- Provide engineering support, including configuration control; system modification design; supervisory control and data acquisition (SCADA) and remote terminal unit operational support; equipment breakdown and repair analysis; excavation permit review; construction project design review; engineering service request evaluation and response; and system reconfiguration.
- Provide Condition Assessment Survey (CAS) results for electrical utilities, facilities, systems and equipment within the timeframe consistent with CRD O 430.1B, Chg 1, *Real Property Asset Management.*
- Coordinate with other Hanford Site contractors to obtain the following:
  - Energy cost and consumption data for the Site Sustainability Plan
  - Energy cost and consumption data for the quarterly Hanford Site energy cost and consumption date entry to EMS4 database.
  - Facility shut down constraints and impacts due to fuel reductions for the Site Sustainability Plan.
  - Facility electrical load information for the annual electrical load forecast.

Electrical Operations

The Contractor shall:

- Provide meter specification and design reviews; collect electrical metering data, prepare recharge billings, distribute electrical load charts for buildings and building groups; evaluate Utility Division energy savings opportunities, and interface on contract and billing corrections.
- Review and validate Bonneville Power Administration (BPA) power and transmission rate schedules and tariffs, verify the monthly BPA power and transmission service invoices for accuracy (DOE-RL pays the invoices received from BPA), develop a breakdown of each contractor costs, and provide the cost breakdown to DOE monthly.
- Ensure the accuracy of MSC's electricity purchases from the Benton Public Utility District (BPUD), the Benton Rural Electric Association (BREA), and the City of Richland.
- Prepare an annual load forecast of power and energy requirements for all Hanford Site electrical loads in accordance with the format prescribed by BPA and submit the forecast to DOE-RL by September 15.
- Ensure that planned outages affecting the Hanford Site 230 kV transmission system are coordinated in advance with the BPA in accordance with the agreed upon notification process.
- Prepare Outage and Load Shift Reports utilizing the format provided by the BPA and submit electronic copies of the Reports to BPA and DOE-RL within four (4) days of the outage or load shift.
- Operate and maintain the A-6 substation that services the WTP; the WTP will connect load to the A-6 substation in the future.
- Supply a work scope statement and a charge code to DOE-RL for BPA work when it is necessary to obtain support from BPA for substation activities, such as, relay settings,

equipment installation, and equipment testing. DOE-RL will issue a task order to BPA utilizing Interagency Agreements.

Electrical Distribution System Maintenance

The Contractor shall use ISMS, quality assurance and improvement plans, operational experience, vendor recommendations, cost/benefit analysis, and engineering evaluations as a basis to establish maintenance activities. Maintenance of the distribution system consists of a combination of preventive, predictive, and corrective maintenance programs that are developed to allow a piece of equipment to function within design operating conditions and to realize its maximum, reasonable, useful life. Electrical distribution systems shall be maintained to comply with nuclear safety requirements and assumptions for Hanford Site facilities as documented in applicable documented safety analyses.

Maintenance activities shall be performed by qualified personnel and shall include system inspections, high voltage testing, calibrations, repairs, re-lamping, and troubleshooting; and are focused primarily on system protection equipment (i.e., relays, circuit breakers, batteries, etc.), safety-related equipment, and the transmission system.

The Contractor shall drain, store, dispose and recycle (as appropriate) polychlorinated biphenyl (PCB) oil from electrical equipment as necessary in accordance with applicable environmental regulations.

Energy Management

The Contractor shall:

- Develop an *Annual Site Sustainability Plan* that supports the Hanford Site energy savings goals and/or performance expectations consistent with the applicable Federal energy, buildings, and fleet management requirements. The Plan shall contain an energy conservation component to mitigate the effects of a sudden disruption in the supply of fuel oil, natural gas, electricity, and other critical energy supplies. The Plan shall be reviewed and updated, as necessary, on an annual basis.
- Generate quarterly energy conservation performance report energy statistics that include all of the Hanford Site contractors' data; the data shall be entered into the DOE-HQ Energy Management System 4 database at the end of each calendar quarter and November 15 for end-of-year data.
- Perform energy conservation performance measurement tracking, and incorporate into the Annual Site Sustainability Plan. The Annual Site Sustainability Plan shall consist of textual information describing MSC activities or projects that support the Hanford Site energy savings goals and/or performance expectations, and numerical data (i.e., annual energy costs, energy consumption, square footage, and water usage) for all of the Hanford Site contractors. The Annual Site Sustainability Plan shall be prepared in accordance with the annual guidance from DOE-HQ and shall be submitted to DOE-RL by the required due date.
- Support DOE in the development and implementation of the *Hanford Site Electrical Metering Plan.*
- *Retain* historical facility electrical demand and energy consumption records.
- Perform a verification of monthly BPA power and transmission invoices, develop a breakdown of each contractor’s costs, and provide cost breakdown monthly to DOE-RL.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints:

- The Hanford Site receives electricity from the BPA, BPUD, BREA, and the City of Richland. Electricity and transmission service from BPA is obtained via a Power Sales Agreement and Transmission Service Agreement between BPA and DOE-RL. Electricity from BPUD, BREA and City of Richland is obtained via standard industrial customer purchased by the Hanford Site Contractors. Because the Hanford Site transmission and distribution system is physically connected to the BPA, BPUD and BREA systems the MSC is expected to communicate on a regular basis with the appropriate BPA substation operators, the BPUD, and the BREA to ensure day-to-day operation and coordination of the electrical systems interfaces; this may require verbal or electronic mail communication. DOE-RL will be responsive for formal communications with these entities.
- The 300 Area electrical substation and electrical distribution system will be owned by the RCCC. The RCCC may request the MSC to operate and maintained the 300 area substation and distribution system on a work order basis.

Contractor Interfaces include other Hanford Site Contractors, businesses, or other public utilities that operate facilities. The Contractor shall routinely communicate with the BPA, Benton PUD, and Benton REA regarding system interface and provide information (e.g. transformer losses, relay settings, unplanned outage response, billing, etc.), when requested.

C.2.2.9.2 Water System

Background:

The function is a ready-to-serve water utility service. The geographic areas to be served are the 100 (except 100K), 600, and 200 Areas. The Water System consists of one (1) active water treatment plant, two (2) river pump stations, and more than 100 miles of raw and potable water lines.

Key Customers:

- Hanford Site Contractors
- PNNL

General Scope and Outcome:

The Contractor shall operate the Hanford Site Water System, including compliance and sampling; maintenance of support structures, systems, and components; operation of the water treatment plant; and performance of water administration duties.

The Contractor shall eliminate and remove services and equipment that are no longer required and align the remaining systems and equipment with Site and Project missions; when appropriate and cost effective, replace fixed and system-related utilities with temporary services or permanent independent packaged systems.

The desired outcome is a Water System that provides safe, compliant, and reliable raw and potable water that meets customer needs on the Hanford Site.

Detailed Scope and Requirements:

The Contractor shall:

- Manage, operate, and maintain the water systems in accordance with the state laws and regulations for water systems. For the purposes of the water systems responsibilities contained within the scope of this Contract (200 area, and the 100 Area Export Water System), the term "purveyor" (per the Washington Administrative Code and other state regulations) – that is the entity responsible for operations and maintenance - shall mean the Contractor.
- Monitor components for signs of impending failure, with selective maintenance performed when appropriate, to extend the operating life, when necessary.
- Manage the water system in accordance with reliability agreements negotiated with the Hanford Site contractor being served and in accordance with guidance documents cited in state regulations for water systems.
- Certify and submit all performance and monitoring reports to the DOH. The Contractor manager responsible for water utilities is authorized to sign and/or certify all performance and monitoring reports. DOE-RL shall be copied on all submittals.
- Certify and submit any permits for the water system to the DOH. The Contractor is given signature authority for any DOH water system permits. The Contractor shall pay all fees associated with the DOH permits, reviews and approvals (which shall be allowable, reimbursable costs under the terms of this contract). DOE-RL shall be copied on all submittals.
- Provide all documents which require approval by the DOH, such as requests for system modifications, variances, exemptions, and waivers of state regulations for water systems, etc., to DOE-RL. DOE will review and submit these documents to DOH, as appropriate.
- Perform all activities necessary for safe and compliant production of drinking water, including the performance of assessments and inspections necessary to ensure continued regulatory compliance.
- Control all connections to the water systems in compliance with Washington State requirements. The Contractor shall approve in writing all connections to the water systems.
- Control all other non-potable piping that crosses or come in close proximity to potable water distribution system in accordance with the Washington State *Water System Design Manual.*
- Establish and implement a cross-connection control program in accordance with state regulations. This Contract establishes the legal authority for the contractor to implement a cross-connection control program.
- Assess changes to regulations to be promulgated by the State of Washington and provide the impact assessment to DOE. Identify required physical modifications to the water system that may be necessary to comply with any upcoming regulations and provide a schedule and cost estimate for implementation of any physical modifications.
- Provide surveillance and maintenance of structures, systems, components, and processes to ensure operation within the approved safety and compliance requirements envelope, including preventive maintenance, calibrations, repair of failed and malfunctioning equipment, walk down of safety systems, equipment and facility grounds

(operational surveillance), and routine radiological surveys. Scope includes a range of management assessment activities, ESH&Q support, employee training, emergency planning, and procedure maintenance as required for maintaining a safe and compliant facility or process.

- Maintain active Washington State Certifications for Water Treatment Plant Operators as required by State drinking water regulations.
- Maintain the existing *Water System Master Plan*. The Plan shall document a strategy for managing repairs, life extensions, replacements, and deactivations for facilities and equipment for the water systems within the scope of this contract over a ten year planning horizon. The Plan shall be in alignment and in accordance with CRD O 430.1B, Chg 1, *Real Property Asset Management*. The Plan shall contain a detailed inventory of all facilities, structures, and equipment such as reservoirs, basins, clear wells, filters, disinfection systems, water distribution piping, pumps, motors, generators, and tanks supporting the water system and the plan shall document their condition. The Plan shall explain the process for determining condition. Visual inspection of all the facilities, structures, and equipment is required. If appropriate, non-destructive examination and destructive testing shall be used. Where a 100% visual inspection may not be feasible such as underground water distribution piping, a statistical sampling method shall be used and explained in the Plan.
- Coordinate with all affected parties and regulators (Hanford Site contractors, DOH, etc.) in order to plan and schedule all water plant outages, repairs and modifications.

The Contractor shall perform, as requested, the following service for other Hanford Site Contractors (e.g., water systems outside of MSC purview):

- Water system contaminant monitoring management: Consists of creating monitoring plans for other Hanford Site contractors, sample collection, and analysis in accordance with state regulations for water systems.

For the Annual and Multi-Year Baseline, in regards to Water Systems, the Contractor shall, at a minimum, provide:

- A description of the work activities, including all upgrades/renovations along with the cost of labor (FTEs), subcontracts, assessments, materials, and assumptions necessary to operate and maintain water systems.

<u>Boundaries, Constraints, and Interfaces:</u>

Boundaries and constraints:

- The Contractor shall be responsible for all aspects of the water distribution system only up to and including the first off-valve or demarcation point outside the customer's facility or complex of facilities. The customer or facility maintains all responsibility for lines downstream of this agreed-upon point. On side-by-side multiple valve isolations and backflow assemblies, the facility assumes responsibility from the discharge side of the downstream isolation valve. In the case of the WTP, the demarcation point is the premise isolation backflow prevention at the fence line. In the case of the PFP, the demarcation point is the premise isolation backflow assembly.
- The Hanford 300 Area, 100N Area, 100K Area, and 400 Area Water Systems are excluded from the scope of this Contract. The 300 Area and 100N Area water systems are within the scope of the RCCC. The 100K Area and 400 Area Water Systems are within the scope of the PRC.

- The 30-inch concrete line supplying the 100F and 100H Areas is excluded from the scope of this contract. In addition, all distribution piping connecting to the concrete main water lines supplying the 100F, 100H, 100D, 100N, and 100B Areas is excluded from the scope of this contract. The piping is within the scope of the River Corridor Closure Contract.
- Interface agreements shall be created with customer(s), if needed, to define exact demarcation points.

Contractor interfaces include Ecology and DOH for the purposes of regulatory compliance.

C.2.2.10 Sewer Systems

Background:

Sewer system operations provide sewer pumper truck services and collection of sewage through piping for treatment and disposal in subsurface soil absorption systems. The geographic areas to be served are the 600 Area and 200 Area. The 200 and 600 Area sanitary sewer requirements vary based on the treatment system designs. The 200 and 600 Area sanitary sewer varies between septic tank/subsurface soil absorption system, and temporary holding tanks. There are approximately 50 septic tank/subsurface soil absorption systems of which approximately 44% of the systems are permitted with DOH and the remaining not permitted. DOH will not allow new connections to or modifications to these non-permitted systems without updating to permit standards. There are approximately 15 holding tanks and all are permitted with DOH.

Key Customers:

- PRC
- TOC
- ESPC

General Scope and Outcome:

The Contractor shall operate the Hanford Site sanitary sewer systems, including compliance sampling; maintenance of support structures, systems, and components; and performance of sewer administration duties in accordance with the State of Washington sanitary sewer regulations.

The Contractor shall eliminate and remove services and equipment that are no longer required and align the remaining systems and equipment with Hanford Site missions. When appropriate and cost effective, the Contractor shall replace fixed and system-related utilities with temporary services or permanent independent systems.

The desired outcome is a safe, compliant, and reliable Hanford Site sanitary sewer system that meets customer needs.

Detailed Scope and Requirements:

The Contractor shall:

- Manage, operate, and maintain the sewer systems in accordance with the state laws, regulations and guidance documents cited in state regulations for sewer systems.

- Monitor components for signs of impending failure, with selective maintenance performed when appropriate, to extend the operating life when necessary.
- Perform all necessary activities to insure safe operations and compliance to all applicable laws and regulations such as: flow data tracking; drain field rotations; filter inspection/cleaning; drain field monitor port inspections; tank pumping, electrical component inspection; and alarm response.
- Conduct flow data calculations and assessments; and submit annual reports to DOH.
- Sign and submit all monitoring, inspection, and maintenance reports for the sewer systems to DOH. The Contractor through this Contract is given authority to sign and/or certify these reports. The Contractor shall pay all fees associated with the DOH. DOE-RL shall be copied on all submittals.
- Submit all requests for approval of documents for DOH to DOE-RL and pay all fees associated with the DOH review and approvals. A draft letter to DOH shall be submitted along with the request from the Contractor.
- Submit all requests for any variances, exemptions, and waivers of state regulations for sewer systems to DOE-RL. A draft letter to DOH shall be submitted along with the request from the Contractor. The Contractor shall pay all fees associated with the requests to DOH.
- Truck sewage as needed to the 100N Lagoon or its replacement.
- Operate the 100N Lagoon until a replacement is built and in service, and then operate the replacement lagoon.
- Sign and submit all monitoring, inspection, and maintenance reports related to 100N Lagoon to Washington Department of Ecology.
- Update the existing *Sewer System Master Plan*. The Plan shall document a strategy for managing repairs, life extensions, replacements, and deactivations for facilities and equipment for the sewer systems within the scope of this contract over a ten year planning horizon and shall be updated every two (2) years. The Plan shall be in alignment and in accordance with CRD O 430.1B, Chg 1, *Real Property Asset Management.* The Plan shall contain a detailed inventory of all facilities, structures, and equipment such as septic tanks, sewage lagoons, subsurface soil absorption systems, holding tanks, pumps, and pumper trucks supporting the sewer systems and the Plan shall document their condition. The Plan shall explain the process for determining condition. Visual inspection of all the facilities, structures, and equipment is required. If appropriate, non-destructive examination and destructive testing shall be used. Where a 100% visual inspection may not be feasible such as underground systems, a statistical sampling method shall be used and explained in the Plan.

<u>Boundaries, Constraints and Interfaces:</u>

Boundaries and constraints:

- The septage from routine pumping of the septic tanks and sanitary sewer holding tanks from the 200 and 600 Areas is currently discharged into the 100N Sanitary Sewage Lagoon.
- The 100N Area Sanitary Sewer System, all 100B Area, C Area, D Area, F Area, H Area, and the 200 Area ERDF sanitary sewer holding tanks, and the 300 Area sanitary sewer system are excluded from the scope of this Contract. These sewer systems are within

the scope of the RCCC. Additionally, the RCCC pipes waste directly to the 100N Lagoon from the 100 Area operations.

- The 400 Area sanitary sewer system and the sanitary sewer line to the Energy Northwest sanitary sewage lagoon, and the 100K Area sanitary sewer systems are excluded from the scope of this contract. The 400 Area sanitary sewer system, the sanitary sewer line to the Energy Northwest sanitary sewage lagoon, and the 100K Area sanitary sewer systems are within the scope of the PRC.
- The WTP sewer system is excluded from the scope of this Contract.
- 200 and 600 Area: Sanitary wastewater is treated in regionalized SSAS systems which are permitted by the DOH; however, there are still several non-permitted SSAS systems which are authorized for use by the DOH.

Contractor interfaces include state regulators for activities including permitting and inspections.

C.2.2.11 Sanitary Waste Management and Disposal

Background:

Waste collected from on-site dumpsters is transported to off-site landfills for disposal. Also included in this scope is management and oversight of Hanford sanitary, inert and demolition waste landfills that are currently in operation or closed.

Key Customers:

- All Hanford Site contractors

General Scope and Outcome:

The Contractor shall pick-up, inspect, and dispose of non-radioactive, non-hazardous dry waste. In addition, the Contractor shall monitor, inspect and operate (as necessary) the Hanford solid waste landfill and other Hanford Site inert and demolition landfills.

The desired outcome of the Sanitary Waste Management and Disposal function is safe, compliant, inspection and disposal of non-radioactive, non-hazardous dry waste on the Hanford Site that meets customer needs.

Detailed Scope and Requirements:

The Contractor shall:

- Collect and dispose of refuse from approximately 305 dumpsters situated on the Hanford Site.
- Provide on-site verification surveys to ensure that radioactive or other nonconforming wastes are not sent off-site.
- Provide lysimeter maintenance and monitoring, leachate collection and disposal, and methane gas monitoring (8 wells) for the Hanford Solid Waste Landfill.
- Provide fence repair; annual benchmark integrity; soil stabilization; weekly inert and demolition landfill inspection; quarterly inspection of Hanford Solid Waste Landfill.
- Provide oversight of off-site contracts for solid municipal waste, non-regulated drummed waste, asbestos waste, and medical waste.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints:

- Sanitary waste is transported off-site for disposal. The former on-site solid waste land fill is not used and is monitored for ground water contamination. Construction debris that meets Washington Administrative Code is disposed on-site in former borrow pits.

Contractor interfaces: None.

C.2.2.12 Preservation of and Access to Hanford's Historic Buildings

Hanford played a significant role in the Manhattan Project during World War II. Various buildings and historic areas across the site are testament to the science, engineering, and construction challenges and activities take to develop the first nuclear weapons.

C.2.2.12.1 B-Reactor

Background

The B Reactor at Hanford was the first large scale plutonium production reactor ever built. The project was commissioned under the Manhatten Project, during World War II, to develop the first nuclear weapons. The development of nuclear weapons – in which the B-Reactor played a central role – issued in the Atomic Age and determined how the Cold War would be fought. The B-Reactor was designated a U.S. National Historic Landmark on August 19, 2008. The B-Reactor was operational from September 1944 until February 1968. It is now in "interim safe storage" mode.

Key Customers

DOE-RL
DOE-ORP
All Hanford Contractors

General Scope and Outcome

Manage the historic B Reactor for the U. S. Department of Energy, which includes providing compliant surveillance and maintenance, program management, facility preservation for continued public access, and the B-Reactor public tour program.

Detailed Scope and Requirements

The Contractor Shall:

- Prepare a strategy document addressing three specific work scopes: Surveillance & Maintenance, Life-Safety Code Upgrades and Programmatic Tour Support. The plan should include key information on each scope including cost estimate; schedule, risks and benefits; and government-furnished items and services.

- Perform a review of FHI/WCH Pre-Existing Conditions (PEC) assessment documents and facility walk-downs to identify and document any differing site conditions. Perform efficient, effective surveillance and maintenance activities and implement critical repairs

and upgrades resulting from RL's Life Safety Code assessment to support the B Reactor use for public tour and ensure public safety.

- Prepare a B Reactor Tour Execution Plan implementing the following activities. MSA is authorized to implement activities that include, but not limited to, the items listed below and purchase long-lead items.

  - Open and staff the reactor (tour guides and RCTs) at RL' s request. These requests will include the ongoing VIP visits and the B Reactor portion of the annual Hanford Site public tours. Support tours on every Saturday during the months of March through October, with *25%* contingency.

  - Maintain a web-based registration system for visitors to learn about what they can see at B Reactor and how.

  - Implement a strategy for transporting visitors from the Washington State Department of Transportation's Vernita Rest Area to the B Reactor and back via a continuous shuttle loop. The strategy should include a proposed approach to visitor identification and log in (accountability), appropriate transportation and signage, security coordination, an approach to tour guides/hosts, and any other elements MSA deems necessary to execute a well-coordinated and visitor-friendly public access program at the Reactor.

  - Create additional displays, interpretive and/or informational materials, etc. to enhance the tour experience at the reactor.

  - Create videos, brochures, and other informational materials about B Reactor and the new public access program.

  - Seek out, capture, catalogue, and make available oral histories from Manhattan Project and B Reactor veterans.

  - Plan and propose physical improvements at the Reactor to improve visitor safety.

  - Plan and propose improvements to B Reactor artifact display, interpretation, and security for protecting the historical elements and nature of the Reactor from tour visitors (e.g., protecting the control room knobs and dials) and for creating more secure and informative displays of B Reactor artifacts and story elements.

<u>Boundaries, Constraints and Interfaces:</u>

  - Boundaries and Constraints: None.

C.2.2.12.2 White Bluffs Bank

Background

The White Bluffs Bank is a historic building, constructed in approximately 1909, that is part of the White Bluffs Historic District that is anticipated to become part of a new National Historic Park cooperatively managed by the National Park Service and DOE. The White Bluffs Bank is eligible for listing on the National Register of Historic Places and is a historically significant facility at the

Hanford Site. The building is also located in one of the Hanford Site's National Register of Historic Places eligible historic districts (The Town of White Bluffs Historic District).

Key Customers

DOE-RL

General Scope and Outcome

Manage the White Bluffs Bank for the US Department of Energy which includes providing surveillance, stabilization and phased reconstruction efforts to allow for continued public access.

Detailed Scope and Requirements

The Contractor Shall:

Phase I – Stabilization and Recommended Treatment Options

- Provide for overall project management and oversight of Phase I of the White Bluffs Bank reconstruction.
- Preparation of the documentation necessary to preserve, rehabilitate, restore, or reconstruct the historic White Bluffs Bank Building.
- Perform the initial stabilization actions necessary to start the preservation activity and help prevent further deterioration.
- Provide for the documentation of the existing structure.
- Provide recommended preservation/renovation treatment options and support the required review process determined by DOE.
- Provide A/E plans, designs and specifications for the recommended treatment option for DOE approval.

<u>Boundaries, Constraints and Interfaces:</u>

Boundaries and Constraints: None

C.2.3 Site Business Management

The scope of Site Business Management includes real and personal property asset management, long-term stewardship, facilities information management, facility condition assessment, geospatial information management, pension/benefit, workers compensation, and savings programs, external affairs, and other administrative support, such as, mail delivery, printing, courier services, and correspondence control services. These services directly support the environmental cleanup mission at the Hanford Site, and are integral to the overall accomplishing of successful environmental cleanup.

The Contractor shall develop and implement an integrated, life-cycle approach to furnish, operate, coordinate, maintain, right-size these services with customers' demands to support value-added for all mission areas – based on necessary and sufficient user requirements. The

Contractor shall also operate and maintain these services to ensure reliability in meeting customers' needs.

C.2.3.1 Real Property Asset Management

The Contractor shall provide Real Property Asset Management services to DOE to include land-use planning (for the Hanford Site, in general and specific parcels), management (including day-to-day implementation of the *Comprehensive Land Use Plan [CLUP]*) and disposal of real property interests, such as, easements, licenses, permits and leases in accordance with CRD O 430.1B, Chg 1, *Real Property Asset Management.*

C.2.3.1.1 Land-Use Planning and Management

Background:

Existing development and contaminated sites drive requirements for the continued use of property by DOE and place limitations on the property for future development or release of property. Almost half of the Hanford Site includes the *Fitzner-Eberhardt Arid Lands Ecology Reserve* (ALE), McGee Ranch, and Wahluke Slope as safety buffer areas that are now managed as a National Monument. The USFWS, through a permit from DOE-RL, manages the ALE and the Wahluke Slope. There are also out-grants (easements, licenses, permits and leases) to non-DOE entities to provide access to electrical, telecommunication, and Washington State road systems on the Hanford Site. A real estate contract is required for non-DOE governmental agencies or private parties desiring to use real property at the Hanford Site. Out-grants and transfers of Federal property are issued by DOE-RL. The Hanford Site operates within a CLUP that was established by an EIS Record of Decision.

Key Customers:

- DOE-RL
- DOE-ORP
- All Hanford Site contractors

General Scope and Outcome:

The Contractor shall perform management of real property at the Hanford Site for DOE and coordinate the use of real property among Hanford Site contractors. The Contractor shall perform a range of real property activities, such as conducting land-use planning for areas and specific parcels; conducting reviews and integrating land-use requests for all new facilities, infrastructure systems, land improvements, or change of land use; conducting land management activities, including day-to-day implementation of the CLUP; managing land use requirements and beneficial reuse of land; and conducting real estate activities in the out-grant and disposal of real property or interests therein.

The desired outcome is an integrated, CLUP-compliant Land Use Planning and Management program for the Hanford Site that is protective of human health, safety and cultural/natural resources and sustained good stewardship.

Detailed Scope and Requirements:

Comprehensive Land-Use Plan

The Contractor shall implement the CLUP as directed or interpreted by DOE. The Contractor shall assess the need for updating the existing or developing new Area Management Plans and Resource Management Plans. In coordination with other Hanford Site contractors, the Contractor shall develop new plans and update existing plans where applicable and submit them to the DOE-RL for approval. The Contractor shall maintain, implement, and distribute approved plans to Hanford Site contractors. The Contractor shall develop and maintain a web site for communicating real property asset management and resource management (for ecological, cultural and ecological see Section C.2.1.8, *Public Safety and Resource Protection (PSRP)*) information including land use decisions to Hanford Site contractors.

NEPA 5-Year Supplemental Analysis

The Contractor shall conduct a Supplemental Analysis in accordance with 10 CFR 1021 for the Site-wide CLUP to ensure that the Plan is relevant and current. If the Contractor, through the Supplemental Analysis determines that the CLUP requires revision, the Contractor shall assist DOE in taking necessary actions.

Land Use Planning and Management

The Contractor shall perform land-use planning and management at the Hanford Site. The Contractor shall manage real property by reviewing property uses, reclassifying land use and facilities, investigating and characterizing land, monitor misuse of property or encroachments, identifying orphan or unknown land uses (e.g., non-pristine land, hazards, and waste sites), dispositioning non-permitted activities; and tracking and documenting land-use occurrences and activities.

The Contractor shall:

- Perform land use planning, site selection and excavation permits for the Hanford Site.
- Monitor and assess the use of real property to assure compliance with restrictions, such as institutional controls.
- Ensure land use actions of one project do not impede safety, or completion of other projects.
- Obtain from DOE and other Site contractors data and information necessary for performing Hanford Site land use planning and management, e.g., input to the Land Management Tracking and Documentation System, participation in the Site Selection and Excavation Permit process, and input to the *Ten Year Site Plan*.
- Develop, maintain, and implement an integrated, comprehensive Land Management Tracking and Documentation System in accordance with CRD O 430.1B, Chg 1, *Real Property Asset Management* that accomplishes the following:
  - Maps and documents land uses, such as the site constraints, identified deficiencies in land, identified radioactive materials, waste, and hazardous conditions of the real property, long-term stewardship and institutional control requirements as imposed by specific regulatory decisions, real property improvements, authorized basis, and other land-use occurrences and activities affecting land.

- Maintains real property assets and identify corrective actions for deficiencies in land use. Document and track deficiencies until corrective actions are completed.

- Support DOE in the correction of boundary encroachments (trespasses).
- Administer and manage the Site Selection and Excavation Permit process.
  - Ensure potential hazards are identified and controlled.
  - Apply ISMS principles.
  - Streamline and integrate procedures for project review, including ensuring project consistency with the Hanford CLUP and implementation objectives.
  - Provide early warning to projects about constraints or hazards associated with a site that could impact their design, site infrastructure, or others operation.
- Remove abandoned vehicles, mass dumping of household garbage, tree stumps, building material, car parts, household furniture, concrete, etc.
- Construct and place barricades, gates and short lengths of fencing, install information signs and special signage on the Hanford Site, including signs to protect natural and cultural resources.
- Conduct cadastral land surveys as directed by DOE-RL.
- Develop and administer out-grants (easements, licenses, permits, leases), transfers and supporting utilization surveys, and plan for and administer property transfers on the Hanford Site.
- Maintain all real estate records identified by DOE.
- Prepare real estate reports as identified in the 41 CFR 102, Property Management Regulations, for the Stewart M. McKenny – Vento Homeless Assistance Act Title V – Identification and Use of Surplus Federal Property, (300 and 400 Areas complete).
- Prepare real property assets for disposition, including potential reuse for other missions when DOE identifies that a program mission is no longer required. Identify real property assets that are likely to be declared as excess in a 10-year planning horizon and the anticipated current year of excess. This information must be included in Facility Information Management System (FIMS) and the *Ten-Year Site Plan* (TYSP) in accordance with CRD O 430.1B, Chg 1, *Real Property Asset Management*.
- Coordinate and develop the TYSP for the Hanford Site in accordance with CRD O 430.1B, Chg 1, *Real Property Asset Management*.
- Assist DOE in the acquisition of leased space from the private sector to include market surveys, advertising, appraisals, and lease preparations, etc.
- Develop information required for the Integrated Facilities and Infrastructure budget and ensure that this information is included in FIMS and the TYSP, in accordance with CRD O 430.1B, Chg 1, *Real Property Asset Management*.

<u>Boundaries, Constraints and Interfaces:</u>

Boundaries and Constraints: None.

Contractor interfaces include Federal, state, and local agencies, and Tribal Nations involved with the use or management of real property.

C.2.3.1.2 Long-Term Stewardship

Background:

The DOE Office of Environmental Management (EM) has the cleanup and landlord responsibilities for the Hanford Site. The Hanford Site cleanup is currently scheduled to be completed around 2050. Upon completion of the cleanup, the Hanford Site is expected to be transferred to the DOE Office of Legacy Management. The mission of the DOE Office of Legacy Management is to manage DOE post-closure responsibilities and ensure the future protection of human health and the environment. This Office has control and custody for legacy land, structures, and facilities and is responsible for maintaining them at levels suitable for their long-term use. It is the DOE intent that areas of the Hanford Site where cleanup is completed be managed in a manner consistent with long-term stewardship goals, until transfer to the DOE Office of Legacy Management.

Long-term stewardship as defined in *A Report to Congress on Long-Term Stewardship* (DOE/EM-0563, January, 2001) *refers to all activities necessary to ensure protection of human health and the environment following completion of remediation, disposal, or stabilization of a site or a portion of a site. Long-term stewardship includes all engineered and non-engineered institutional controls designed to contain or to prevent exposures to any potential residual contamination and waste, such as surveillance activities, record-keeping activities, inspections, groundwater monitoring, ongoing pump and treat activities, cap repair, maintenance of entombed buildings or facilities, maintenance of other barriers and containment structures, access control, and posting signs.*

Key Customers:

- DOE-RL
- DOE-ORP

General Scope and Outcome:

The Contractor shall provide for integrated planning of long-term stewardship (LTS) for the entirety of the Hanford Site and interim execution of LTS for portions of the Site assigned to the Contractor. The Contractor shall develop a LTS program at the Hanford Site to institutionalize LTS activities across the site.

The desired outcome of the Long-Term Stewardship Program is effective and efficient stewardship of Hanford Site resources which protect human health and the environment following remediation.

Detailed Scope and Requirements:

Long-Term Stewardship Program Planning

The Contractor shall:

- Prepare the Draft Hanford Long-Term Stewardship Program Plan. The Plan shall implement the DOE vision for a long-term stewardship program that is requirements driven, such as, in accordance with CRD O 430.1B, Chg 1, *Real Property Asset Management* and CRD O 450.1A (current version per Section J.2.8), *Environmental Protection Program*, and address at a minimum the eight LTS elements listed below:
  - LTS responsibilities

- Protectiveness of remedies
- Protectiveness of the environment
- Transition from cleanup to LTS
- Communication (internal/external)
- Information management
- Implementation
- Interfaces with other programs

- The Draft Program Plan shall be developed through collaboration with DOE-RL, and the Hanford Site contractors, including support to DOE-RL, as necessary, to collaborate with Tribal Nations, Hanford Natural Resource Trustee Council, the Hanford Advisory Board (HAB) and stakeholders. The Program Plan shall address the following:

  - Single Hanford Site-wide approach for the implementation of institutional controls;
  - Transition process that ensures long-term stewardship is considered early in the cleanup process;
  - Continuous improvement process;
  - Property transfer preparation and alignment from contractor to contractor within RL and from DOE-EM to DOE-LM;
  - Integrated information management approach;
  - Clearly defined list of regulatory documents required to document cleanup and readiness for transition to LTS and
  - Transition Checklist that establishes the criteria which Hanford remediation contractors must meet in order to transfer land management responsibility for parcels or segments of land from the cleanup programs to the MSC for long-term stewardship. The checklist shall be consistent with the requirements needed for Hanford transition from the DOE Office of Environmental Management to the DOE Office of Legacy Management, as stated in the *Site Transition Framework for Long-Term Surveillance and Maintenance* (not dated), and the *Information and Records Management Transition Guide* (March, 2004). The Contractor shall work with other Site contractors to ensure that transition requirements are clear.

- Prepare the Contractor's Draft *Long Term Surveillance and Maintenance Plan* (S&M Plan) for each segment or parcel of land transitioned from the cleanup program into the LTS Program. The first deliverable will be a template to ensure a consistent approach for developing future S&M Plans. The template will be used to develop LTS transition and turnover packages for each parcel or segment of land turned over from cleanup contractor to the MSC's LTS program in accordance with the Hanford LTS Program Plan. The S&M Plan shall address all activities (i.e., maintaining institutional controls required by Records of Decision(s), record-keeping, inspections, groundwater monitoring, cap repair, maintenance of entombed buildings or facilities, maintenance of other barriers and containment structures, access control, and posting signs) necessary to ensure protection of human health and the environment following completion of remediation, disposal, or stabilization of a site or a portion of a site.

- Work with each cleanup contractor as their LTS transition and turnover packages are being developed to ensure a smooth transition from the cleanup program into the LTS Program. Each LTS transition and turnover package will be tied to a defined decision document (e.g., CERCLA Record of Decision) geographical area. The deliverable for each subsequent S&M Plan for RL approval will be submitted in sequence with the cleanup contractors' LTS transition and turnover package for a given parcel or segment.

- Ensure LTS information management requirements are addressed in subsections of the Infrastructure Scalability Solution and Implementation Plan (ISSIP) found in Section C.2.4.1. Strategic Planning and Program Management, and in the corresponding section of Attachment J-3, Hanford Site Services and Interface Requirement Matrix.
- Assist DOE in integrated planning of Hanford Site long-term stewardship activities including performing studies and analysis of long-term stewardship needs; preparing plans and manuals; and ensuring LTS principles and requirements are reflected in the Hanford Site resources and area management plans.
- Update the *Site-wide Institutional Controls Plan* (TPA primary document) necessitated by applicable DOE approved decision documents.

Long-Term Stewardship Execution

The Contractor shall:

- Execute LTS for those portions of the Site assigned to the Contractor in accordance with the Hanford Long-Term Stewardship Program Plan the Long Term Surveillance and Maintenance Plan, and information management requirements addressed in the Infrastructure Scalability Solution and Implementation Plan (ISSIP).
- Conduct well-organized, economical, and thorough transitions from other Site contractors of newly-assigned land into the Contractor's LTS program in accordance with the Hanford Long-Term Stewardship Transition Checklist, and the Cleanup-to-Stewardship Transition Checklist Process.
- Coordinate with DOE-RL and Hanford Site contractors to compile the results of annual Hanford Site-wide institutional controls assessments, and to conduct the Hanford Sitewide Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) 5-year reviews including comment response, interim documentation and lessons learned in accordance with Hanford Site CERCLA Records of Decision and Hanford Site RCRA post closure plans and RCRA Permit Corrective Action Modifications.
- Coordinate with DOE-RL and Site contractors to compile and prepare the Draft Hanford Site-wide CERCLA 5-year reviews, any comment response, interim documentation, and lessons learned.
- Notify DOE of discoveries with the potential to affect human health and the environment requiring significant remediation actions (newly identified or previously closed waste sites) for those portions of the Site assigned to the Contractor. DOE will direct the subsequent remediation, using mission contractors or the MSC, as appropriate.
- Maintain Hanford's LTS web site.
- Support DOE in preparing LTS briefings including senior management, the HAB and others as required.

<u>Boundaries, Constraints and Interfaces:</u>

- Upon completion of the River Corridor cleanup, a substantial portion of the Hanford Site will have been assigned to the Contractor. Establishment of the LTS Program will result in a phased transition of specific parcels as elements of the Hanford cleanup are completed. The Central Plateau and DOE-ORP portions of the Site are not planned to be transitioned to the Contractor at this time.

Contractor interfaces include Federal and state regulators, the Hanford Advisory Board, Tribal Nations, and local municipalities for the purpose of regulatory compliance.

C.2.3.1.3 Facilities Information Management System

Background:

DOE uses FIMS as the real property database for real property as required by CRD O 430.1B, Chg 1, *Real Property Asset Management*. The system provides DOE with an inventory and management tool that assists with planning and managing real property assets. Database management is covered in Sections C.2.4.3.4, *Application Hosting Services* and C.2.4.3.18, *Database Management.*

Real property includes land and anything permanently affixed to it, such as buildings, fences, and building fixtures (lights, plumbing, heating and air conditioning, etc). FIMS contains information on both DOE-RL and DOE-ORP real property holdings. FIMS provides DOE and contractors with online access to DOE facility information. There are approximately 1500 facilities with 24 mandatory data fields in the FIMS data base. The database holds unclassified information and may be subject to disclosure under the *Freedom of Information Act*. Complete and accurate information on real property holdings is critical to DOE for managing facilities and reporting to GSA, OMB, and U.S. Congress.

Key Customers:

- DOE-RL
- DOE-ORP

General Scope and Outcome:

The Contractor shall manage FIMS, meeting specific, annual reporting requirements.

The desired outcome is reliable FIMS that provides current, complete, and accurate information on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property.

Detailed Scope and Requirements:

In addition to the requirements of CRD O 430.1B, Chg 1, *Real Property Asset Management*, the Contractor shall:

- Meet the data calls and reporting timelines associated with three (3) annual Chief Financial Officer specific reporting requirements. The three annual reporting requirements are deferred maintenance, annual required maintenance and annual actual maintenance.
- Provide an annual Excess Facilities Banking Report for transmittal to DOE-HQ.
- Provide information to meet new construction off-set requirements.
- Conduct a source data/FIMS data validation effort as specified by CRD O 430.1B, Chg 1, *Real Property Asset Management* and report the scorecard results (red, yellow or green) to DOE on an annual basis.
- Maintain FIMS data as complete and current throughout the life-cycle of real property assets, including real property related to institutional controls.

- Ensure data is complete, current and accurate by reconciling FIMS with financial data residing in existing Hanford Site property databases on a quarterly basis and documenting the reconciliation in a file to be maintained by the Contractor's FIMS database administrator.
- Provide annual updates to the FIMS Quality Assurance Plan for approval by DOE (the Quality Assurance Plan is an informal mechanism to assist in the management of this work scope).
- Collect data from Hanford Site contractors in order to meet all mandatory reporting requirements.

Boundaries, Constraints and Interfaces:

None

C.2.3.1.4 Condition Assessment Surveys (CAS)

Background:

DOE uses condition assessment surveys to assess the current material condition of its facilities, structures, systems and equipment, and documents maintenance deficiencies. The assessment information for each assessed item is entered into the Condition Assessment Information System (CAIS), which provides an estimate of maintenance upgrade costs. This information is used in determining a value called the deferred maintenance liability. The CAS/CAIS assessments and deferred liability estimates are uploaded into FIMS.

Real Property includes land, facilities and associated items. Complete and accurate data on real property is essential to the Department for managing facilities and reporting to the GSA, OMB, U.S. Congress and the taxpayers. FIMS is the DOE corporate database for real property as required by CRD O 430.1B, Chg 1, *Real Property Asset Management.* There are approximately 1000 active FIMS records including facilities and other structures that have been identified to be included in the CAS inspection program. Approximately 5% of these facilities have some radiological activity within them.

Each facility is assessed on a rotating five year cycle; inspecting facilities based on a 12 point criteria and rating each one according to existing conditions. The ratings are entered into CAIS which applies a cost estimate to address maintenance deficiencies in the facilities as calculated from Replacement Property Value, part of FIMS. These maintenance upgrade costs are then uploaded into FIMS by the end of each fiscal year and are used to determine the deferred maintenance costs for the Hanford Site. The CAS/CAIS assessments may be used as validated source data for certain mandatory FIMS data fields (e.g., deferred maintenance).

Database management is covered in Sections C.2.4.3.4, *Application Hosting Services* and C.2.4.3.18, *Database Management*.

Key Customers:

- DOE-RL
- DOE-ORP

General Scope and Outcome:

The Contractor shall manage the Hanford Site CAS/CAIS and provide for the administration of and execution of the CAS inspection program in order to accurately evaluate the existing state of specific facilities and identifying the deferred maintenance liability.

The desired outcome is a FIMS containing accurate data that assists in the planning and management of real property assets.

Detailed Scope and Requirements:

The Contractor shall perform the established minimum requirements for conducting CAS facility inspections on an annual 20% rotating cycle. The Contractor shall:

- Perform CASs on all agreed upon real property assets at least once in any 5-year period and provide these to the DOE.
- Upload the data collected from these inspections into the FIMS.
- Provide a list of facilities to be CAS inspected each fiscal year to DOE for the facility no later than November 15 of any given year.
- Provide a list of facilities that have been CAS inspected each fiscal year to DOE no later than October 31 of any year.
- Provide annually, but no later than March 31 of any year a list of facilities that no longer meet the useful life inspection criteria of greater than five (5) years.
- Coordinate all of the necessary inspection activities with the various site contractors that have eligible facilities for CAS inspections.
- Ensure that the inventory of facilities that need to be inspected through the CAS program is complete, current and reconciled with the data contained within FIMS.
- Ensure CASs are performed on real property that supports the FIMS data entries and validation process.

Boundaries, Constraints and Interfaces:

Boundaries and constraints:

- Assets that have a usable life projection of less than five (5) years are not part of the inspection program.

Contractor Interfaces: None

C.2.3.1.5 Geospatial Information Management

Background:

Geospatial information and the collection, storage, maintenance, management, retrieval, and visual representation of that data are critical components to the ongoing mission activity at the Hanford Site.

Key Customers:

- DOE-RL

- DOE-ORP
- Hanford Site contractors

General Scope and Outcome:

The Contractor shall provide general and business specific Hanford Site maps, and act as a central geospatial clearing-house to coordinate, capture, manage and share geospatial information for the DOE and Hanford Site contractors. Database management is covered in Sections C.2.4.3.4, *Application Hosting Services* and C.2.4.3.18, *Database Management*.

The desired outcome of Geospatial Information Management is accurate and complete geospatial information that supports the execution of requirements for worker health, land use planning, emergency response, etc available to all Hanford Site contractors.

Detailed Scope and Requirements:

The Contractor shall develop and implement a comprehensive *Hanford Geospatial Information Strategy and Implementation Plan* to ensure that all spatial data, information and documentation required for accomplishing the Hanford Site missions are captured, managed, and preserved. The Plan shall establish the process for maintaining accurate configuration of, and the standards for, data/information format.

The Contractor shall:

- Ensure that the geospatial information/data is collected in an accurate and timely manner, and stored in a usable and easily retrievable form.
- Establish a minimum set of information that must be captured, specify the format, accuracy and frequency of update, and establish a storage/retrieval process. The process shall define the minimum set of data by business function; business rules for the collection, sharing, reporting, storage of key data; official sources of data; and expected degree of pedigree/confidence in data reported to DOE and Hanford Site contractors.
- Coordinate with other Hanford Site contractors to make their geospatial data/information available in an agreed upon format and address geospatial concerns.
- Maintain the official record copy of the data and establish process controls to maintain accurate configuration.
- Provide mapping services that develop, manage, maintain and publish geographically-defined data sets of the Hanford Site.
- Make electronic copies of standard maps and Hanford Site geospatial data/information available to DOE and other Hanford Site contractors.
- Maintain the current Hanford Facility Numbering System, including assignment of new facility numbers.
- Maintain the Section J Attachments entitled, *Hanford Site Structures List* and the *Hanford Waste Site Assignment List*, serving as Administrator of the data and responsible for Site-wide reporting. The MSC shall be responsible for managing the list in coordination with other Hanford Site contractors. Proposed changes in assignment of facilities must be ratified by DOE.
- Support Hanford environmental data integration by providing general and business-specific Hanford Site maps, and act as a central geospatial clearinghouse to coordinate,

capture, manage, and share geospatial information, including management of the Hanford Geographical Information System.

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None.

Contractor interfaces include Federal and state governments, Tribal Nations, and local agencies or officials for the purposes of emergency management planning and development of the Hanford Geospatial Information Strategy and Implementation Plan.

C.2.3.2 Property Systems/Acquisition and Materials Management

Background:

The Property Systems and Materials Management Program is an over-arching program, conducted in accordance with established DOE directives and other regulations and laws. The Program includes the establishment of Site-wide processes and procedures for centralized personal property management functions, such as recycling of precious metals and processing equipment that is no longer needed through the excess property system. Tracking of all DOE-owned, Contractor-managed property (Site-wide) is accomplished by means of decentralized data entry into the primary property management site-wide database (Sunflower Asset Management System [SAMS]). The Program also manages the centralized storage and staging of equipment and inventory through the use of various on-Site warehouses.

Key Customers:

- DOE-RL
- DOE-ORP
- Hanford Site contractors

General Scope and Outcome:

The Contractor shall provide a Site-wide Personal Property Systems and Materials Management Program that provides for efficient tracking of accountable personal property site-wide, management of the primary property management site-wide database (SAMS, including providing Site-wide property management reports) and other related systems; central recycling; excess property dispositioning; equipment transfers and loans; and maintenance of central warehouses and associated inventory.

The desired outcome of the Property Systems and Materials Management Program is a personal property management system that enables effective and efficient stewardship of personal property assets, and optimum reuse and disposal of federal personal property.

Detailed Scope and Requirements:

The Contractor shall manage a Site-wide Personal Property Management Program, including:

- Identification and marking (tagging) of property received and processed through any centralized receiving docks.

- Management of the Site-wide personal property borrowing and loaning activities (domestically and abroad); loans of government property to and from non-contractors, other DOE sites, and/or other agencies.
- Management of the Site-wide precious metals recycling program and providing required Precious Metals reports (annual *Precious Metals Forecast Report* and *Precious Metals Activity Generating Report* to the Oak Ridge National Recycling Center).
- Accounting for precious metals.
- Providing reports regarding stores inventory, such as turnover ratios, value of on-site inventory, inventory accuracy report, etc.
- Maintaining an accurate inventory.
- Control of sensitive items and controlled substances for which MSC has control (e.g., hypodermic needles, syringes and potable alcohol).
- Management of returnable containers and other items needing returned to manufacturers for credit.
- Facilitation of the transfer of mobile offices between Site contractors.
- Generation of all required reports, such as the DOE Balanced Scorecard Plan and Report, GSA Non-Federal Recipients and Exchange Sale Report, and Utilization and Disposal of Excess and Personal Property Report.

Disposition of Excess Personal Property

The Contractor shall provide for disposition of all Government-owned, Contractor-managed personal property no longer required in support of the Hanford Site mission. Disposition of assets shall be accomplished through redeployment to other Hanford Site contractors, DOE-RL/ORP, DOE complex, and Federal and state agencies; sale or other transfer, and recycling. Materials and equipment processed through the disposition program shall be accepted from all Hanford Site contractors.

The Contractor shall:

- Manage planning, coordination, asset isolation, cleanup, preparation for removal, transfer, and other activities required to complete the transfer of targeted assets.
- Process scrap metal, paper, wood, and recyclable materials through contracted vendors.
- Ensure any revenue received through the sale or recycle of assets is used to offset asset disposition operating expenses.
- Retire or dispose of Site-wide (all) personal property using programs, such as the Personal Computer (PC) Nationalization Program, Energy Related Laboratory Equipment Grant Program (primarily colleges and universities), the Mathematics and Science Gift Program (primarily computer equipment to K-12 schools), and transfer of property designated for economic development purposes to the Tri-Cities Asset Reinvestment Company (TARC), etc.
- Dispose of excess/surplus items within specified time frames.
- Implement and maintain an MOA with TARC for the transfer of excess property to an off-site location designated by TARC.

Inventory Management

The Contractor shall:

- Manage the (on-site) "stores" inventory warehouses. Warehouse operations shall provide for tagging (as needed), tracking, storage and disbursement of inventory items. As required, the Contractor shall provide for delivery of inventory items to on-Site locations managed by other contractors.
- Provide inventory management services to maintain appropriate levels of designated supplies, emergency response-related items, etc., to ensure the timely availability of critical items to support the Hanford Site mission.
- Manage the supply chain, and evaluate Site-wide demand, usage trends, and programmatic requirements to act as lead in the reduction of existing line item site inventory to the lowest achievable levels.
- Establish the most cost-effective method to provide common-use and critical items, including on-Site storage, just-in-time contracts, basic ordering agreements, etc.
- Maintain stock on hand or provide immediate access to for critical items.
- Support the automated material systems required to provide customer access, accountability, and accountability storage items for the Hanford Site.
- Administer the spare parts program for the Hanford Site.

Boundaries, Constraints and Interfaces:

TARC and its contractors are not allowed access to the Hanford site for receipt of excess property.

Contractor interfaces include those involved in the property excess/disposition program, including colleges and universities; primary and secondary schools; Federal, state, and local governments (including GSA), and TARC.

C.2.3.3 Responsibilities for Sponsorship, Management and Administration of Contractor Employee Pension and Other Benefit Plans

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

C.2.3.4 Energy Employees Occupational Illness Compensation Program Act (EEOICPA) Support to DOE-RL - Site Wide

Background:

The *Energy Employees Occupational Illness Compensation Program Act* (EEOICPA) was established under Title XXXVI of the *National Defense Authorization Act of 2001* (Public Law 106-398). Administration of the EEOICPA process at a DOE site generates documentation for which DOE has retained ownership of the records.

Key Customers:

- DOE-RL

General Scope and Outcome:

The Contractor shall maintain and provide documentation, for which DOE has retained ownership of the records, for former Hanford contractors in support of the EEOICPA.

The desired outcome of EEOICPA Support to DOE-RL-Site-Wide as an administrative system that provides timely and accurate submission of requested records and documents.

Detailed Scope and Requirements:

The Contractor shall maintain and provide, as required, verification of employment histories and other records for former Hanford contractors, which provide pertinent information for compensation under the EEOICPA. The Contractor shall provide and track the labor, materials, supplies, and management necessary to accomplish the following:

- Locate, retrieve and copy (two [2] copies) of personnel and other program records, as requested.
- Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims, as requested.
- Perform/coordinate records declassification activities required for the processing of claims forms, as requested.
- Keep *Federal Compensation Program Act* (FCPA) information current on EEOICPA claims activities.
- Ensure cost information is input in the FCPA by the 10th of each month.
- Provide ad hoc reports, briefings and other information as directed by DOE.
- Ensure all EEOICPA claims received are completed and returned to DOE-RL within 45 calendar days of the date entered in the FCPA by DOE-RL.

The Contractor shall segregate and report the costs associated with EEOICPA.

The Contractor shall provide an EEOICPA point-of-contact.

Records shall be provided 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.

Boundaries, Constraints and Interfaces:

The boundaries and constraints include:

- MSC scope does not include providing documentation for current Hanford Site contractors.

Contractor interfaces include outside agencies in relation to EEOICPA shall be coordinated through DOE-RL.

C.2.3.5 Workers' Compensation – Site Wide

Background:

This is an administrative function that supports the Hanford Site Workers' Compensation program for legacy workers' compensation claims under DOE-RL State of Washington Self-Insurance.

Key Customers:

- DOE-RL

General Scope and Outcome:

The Contactor shall support the Hanford Site Workers' Compensation Program under DOE-RL State of Washington Self-Insurance.

The desired outcome of Workers' Compensation – Site Wide is an administrative system that provides accurate and timely submission of legacy workers' compensation claims.

Detailed Scope and Requirements:

Pursuant to State of Washington Revised Code (RCW) Title 51, DOE-RL 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:

The Contractor shall:

- Not be required to pay for Workers' Compensation coverage or benefits except as otherwise provided below or as directed by DOE (under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE will perform all functions required by self-insurers in the State of Washington).
- 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 claim there under and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- Withhold appropriate employee contributions and forward on a timely basis these contributions plus the employer-matching amount to DOE (under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to L&I).
- Operate the workers' compensation program in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs.
- Cooperate with DOE for the management and administration of the DOE-RL self-insurance program that provides workers' compensation benefit coverage to Contractor employees under this Contract.
- Provide legacy support for Contractor workers' compensation claims that fall under DOE self-insurance in which the Contractors contract has ended and a predecessor contractor is not named (i.e., closure contracts). The Contractor shall maintain and retain all claim data for information and reporting needs.

- Certify to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves, and cooperate with any state audit.
- 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.
- Provide time-loss compensation to injured workers in accordance with the RCW Title 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute is unallowable costs under this Contract.
- Ensure that all people filing a claim receive training and have a clear understanding of the workers' compensation process.
- Upon request, submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.
- Upon request, submit to DOE, or other party as designated by DOE, the accident reports required by RCW Title 51.28.010, or any other documentation requested by DOE pursuant to the Washington State Workers' Compensation laws.
- Upon request, submit to DOE (the Contracting Officer), an evaluation and analysis (at least yearly) 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 (once DOE has provided the Contractor with the necessary data to perform the analysis required in this paragraph).
- Provide employees additional training on workers' compensation process when a claim is filed. This training shall include but is not limited to; company contacts, approval needed for appointments, time off, etc.
- Develop a web site with Workers Compensation information and ensure that the web site is made available to employees.

Boundaries, Constraints and Interfaces:

Boundaries and constraints:

- Scope does not include current Hanford Site contractor workers' compensation claims.

Contractor interfaces include DOE's Third Party Administrator.

C.2.3.6 External Affairs

Background:

External Affairs includes assistance to DOE in its programs to communicate with outside entities to convey the status of and receive feedback on Hanford Site cleanup progress, plans, decisions, and issues.

Key Customers:

- DOE-RL
- DOE-ORP

General Scope and Outcome:

The Contractor shall support the DOE external affairs programs by providing products or services in the areas of media relations, public involvement and outreach, consultations with the Tribal Nations, tours, and intergovernmental affairs; and by providing information and assistance to DOE for activities related to the *Freedom of Information Act* (FOIA) and *Privacy Act*. The Contractor shall also provide services in the area of web site evaluation, design, integration, maintenance and operation; and shall coordinate logistics for Hanford Site tours, as requested by DOE.

The desired outcome is a wide-ranging and inclusive External Affairs/Public Relations program that provides timely responses to DOE requests for information and assistance, outreach to keep external constituencies informed about work under the contract, an effective Hanford website, and integrated and effective Site tour planning.

Detailed Scope and Requirements:

The Contractor shall:

- Support requests from DOE for assistance in responding to inquiries from external entities, such as news media, members of the U.S. Congress and their staffs, Tribal Nations, and stakeholder groups and/or in preparing information for public dissemination. Provide direct response to external parties if requested by DOE.
- Provide staff and resources to help DOE meet its objectives and obligations for public involvement in Hanford decision-making. This includes providing staff support for interactions with citizens advisory boards inquiring about issues related to the contract scope, staff support for all required public comment and outreach processes related to upcoming decision-making (e.g., NEPA and CERCLA) within the contract scope, and participation in cross-contractor public meeting efforts, such as the annual "State of the Hanford Site" meetings.
- Identify current or upcoming issues of public interest related to the contract scope, design outreach strategies, create informational materials, and facilitate interactions. All products and interactions will be approved by DOE in advance.
- Support and coordinate with DOE on on-going technical staff interactions with affected Tribal Nations to ensure that mechanisms are established for outreach/notice to and integration of the Tribal Nations into decision-making processes. The Contractor shall support DOE in preparing for consultation at a government-to-government level between senior DOE officials and elected officials of the Tribal Nations. The DOE American Indian and Alaska Native Tribal Government Policy outlines the principles to be followed by DOE and its contractors.
- Support DOE's management of the Hanford web site by updating information to ensure accuracy and appropriateness, integrating information across contractor organizations, clearing and posting new public information, conducting periodic evaluations, providing continuous improvements and updates to the design and function, and generally ensuring the web site is a useful and effective communication tool for external audiences. All web changes and postings will be made in coordination with DOE. Internet administration is covered in Section C.2.4.3.6, *Internet Support Service.*
- When requested by DOE, participate in meetings and briefings to update interested external parties on contract activities.

- Work with DOE to strategize, plan, arrange logistics for and conduct or support Hanford Site tours and visits to projects and facilities by external parties, as requested by DOE. Support includes providing transportation, coordinating badge issuance, working with other Hanford Site contractors (as needed), and providing speakers, handouts and refreshments, as appropriate or as requested by DOE.
- Provide support for the release of Scientific and Technical Information (STI) by producing document clearance packages for documents created or obtained under the contract, as a direct and integral part of the work and ensure its broad availability to all customer segments.
- Provide ongoing support to DOE in the preparation of communication materials, such as presentations, fact sheets, specialized graphics and charts, large posters, up-to-date photography, etc.
- Develop a program or programs for reaching out to the communities affected by Hanford in an effort to provide information, answer questions, and gain feedback. The program is subject to DOE approval and shall contain specific proposals for community outreach activities and a plan for providing contractor representatives to communicate cleanup activities under the Contract.
- Maintain proactive and substantive communication with employees, and have the ability to distribute general interest information related to Hanford Site activities, including but not limited to road closures, siren activations, weather delays, special events, and safety information.
- Provide communication staff members to support the Hanford EOC JIC.

Boundaries, Constraints and Interfaces:

Boundaries and constraints:

- The Contractor shall receive DOE approval prior to releasing externally any information related to the Hanford Site.

Contractor interfaces include the Tribal Nations, media, members of the U.S. Congress and their staffs, community leaders, and a wide variety of stakeholders and local governments. These interfaces shall be in coordination with DOE.

C.2.3.7 External Review and Support

Background:

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

- Defense Nuclear Facilities Safety Board (DNFSB), which is an independent Federal agency established by the U.S. Congress in 1988. The Board's mandate under the Atomic Energy Act is to provide safety oversight of the nuclear weapons complex operated by DOE and to ensure that activities are carried out in a manner that provides adequate protection for the public, workers, and the environment.
- Government Accountability Office (GAO), which advises the U.S. Congress and heads of executive agencies about ways to make government more effective and responsive.

- DOE Office of Inspector General (OIG), whose mission is to help the Department by identifying opportunities for cost savings and operational efficiencies.
- Other governmental and DOE oversight organizations, such as the DOE Office of Health, Safety and Security. This includes the DOE Office of Enforcement [OE], which is responsible for promoting strong safety performance by contractors through management and implementation of the DOE statutorily required enforcement programs, such as the *Price-Anderson Amendment Act of 1988,* 10 CFR Part 830, and 10 CFR Part 851.

Key Customers:

- DOE-RL
- DOE-ORP

General Scope and Outcome:

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

The desired outcome of the External Review and Support function is support that helps the external oversight organizations realize that the Hanford Site embraces the common goal of ensuring protection of public and worker safety and health and the environment. An essential secondary outcome is to promote, through continuous improvement, economy, efficiency, and effectiveness of DOE and contractor operations, and to prevent and detect fraud, waste, and abuse.

Detailed Scope and Requirements:

The Contractor shall:

- Support DNFSB oversight activities by:
  - Conducting activities in accordance with DOE commitments to the DNFSB, which are contained in DOE implementation plans and other DOE correspondence to the DNFSB.
  - Supporting preparation of DOE responses to DNFSB issues and recommendations that affect Contract scope.
  - Fully cooperating with the DNFSB and providing access to work areas, personnel, and information, as necessary.
  - Maintaining a document process in accordance with the CRD M 140.1-1B, *Interface with the Defense Nuclear Facilities Safety Board* (or current version).
  - Providing a wide range of support on DNFSB activities. The support requires providing information within a specified time, coordinating briefings (video-teleconferences, teleconferences, reviews, site visits, etc.), managing correspondence (including transmittal of information) and tracking systems for information and commitments, coordinating DNFSB and DOE-HQ staff visits, and preparing documents and presentation materials for briefings and hearings.
  - Providing DNFSB Site Representative(s) support. The support requires coordinating and ensuring Site access and training requirements for facilities and area access; coordinating Site services required for day-to-day work performance, including office space, phones, computers, document retrieval systems, etc.

- Obtaining approval from DOE at least five (5) days in advance before committing to completion of actions to the DNFSB.

- Support GAO, OIG, and other governmental and DOE oversight activities by:
  - Providing subject matter expertise.
  - Fully cooperating with assessors and auditors, and providing access to work areas, personnel, and information.
  - Providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, and maintaining a record of documents provided in response to requests. Making this record available to DOE-RL and/or DOE-ORP, as requested.
- Interact with OE by:
  - Fully cooperating with OE and providing access to work areas, personnel, and information, as necessary.
  - Providing a program to ensure that the Contractor is operating in a manner that is in compliance with safety regulations.
  - Providing prompt identification, reporting, and correction of any safety issues and non-compliances.
- Receive prior DOE approval when relaying information regarding Hanford Site mission-related activities to other outside entities.
- Provide knowledgeable single points-of-contact for each of the following:
  - DNFSB; and
  - OIG, GAO, and other assessing governmental and DOE oversight organizations (including OE).

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None.

Contractor interfaces include the DNFSB, GAO, OIG, and other governmental and DOE oversight organizations.

C.2.3.8 Courier Services

Background:

This function provides for courier services for the Hanford Site. Routes are driven daily for miscellaneous deliveries and calibrated equipment. The number and frequency of routes vary, depending on customer requests.

Key Customers:

- DOE-RL
- DOE-ORP
- Hanford Site Contractors

Outcome and General Scope:

The Contractor shall provide courier services for the Hanford Site, including delivery and pickup of miscellaneous items, such as calibrated instruments, medical samples, equipment to be repaired, and essential (time-sensitive, critical) documents.

The desired outcome is a safe, reliable and cost effective courier service that meets customer needs.

Detailed Scope and Requirements:

The Contractor shall provide transportation of priority or time-sensitive documents, medical samples or supplies (i.e., serum, blood samples, medical records, etc.), calibrated instruments, new or used office machines to and from repair facilities, and pickup and shredding of classified documents.

As part of the continuity of services review, the Contractor shall conduct an analysis of courier services in an effort to implement improvements and/or determine whether there is a continuing need for these services. The Contractor shall evaluate of options for the type of transportation needed and make recommendations regarding the frequency and timing of courier activities.

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None.

Contractor interfaces include off-site (local) vendors, e.g., in the case of equipment repairs.

C.2.3.9 Reproduction Services

Background:

The reproduction service includes high-volume printing and reproduction services for DOE and Hanford Site contractors. Printing and binding regulations, as published by the Congressional Joint Committee on Printing (JCP), and all related regulations and requirements establish operational guidelines for this scope of work.

Key Customers:

- DOE-RL
- DOE- ORP
- Hanford Site contractors

General Scope and Outcome:

The Contractor shall provide printing, duplicating, binding, and reproduction services for the Hanford Site. Reproduction includes duplication of paper, digitally transmitted documents, and engineering drawings; high volume copying services; color copies; forms reproduction; special bindings; tabbing, etc.

The desired outcome is a Reproduction Service that provides reliable, high quality and timely high-volume printing, duplicating and engineering reproduction services.

Detailed Scope and Requirements:

The Contractor shall coordinate and contract with the Government Printing Office (GPO), as mandated by the JCP.

The Contractor shall manage/administer all Site-wide contracts relating to the engineering and reproduction equipment, including the copier contract for the Hanford Site, which covers set-up, delivery, removal, maintenance, and repair of equipment, and coordination of monthly billing activities.

The Contractor shall provide the annual printing and publishing reporting information for the DOE-HQ/JCP report.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints:

- Activities require some personnel with security clearances.
- GPO/Federal regulations apply to printing and reproduction, including a three (3)-year minimum procurement cycle for new large-scale printing equipment.

Contractor interfaces: None.

C.2.3.10 Correspondence Control

Background:

The Correspondence Control function provides for management of correspondence for DOE-RL and DOE-ORP. Correspondence is received from and sent to a wide range of sources, both internal and external to the Hanford Site, including Site contractors; regulators; DOE-HQ; other Federal, state and local agencies or organizations; stakeholders, media, and private citizens.

Key Customers:

- DOE-RL
- DOE-ORP
- All Hanford Site contractors

General Scope and Outcome:

The Contractor shall provide correspondence management for DOE-RL and DOE-ORP, which consists of opening, scanning, and electronically distributing mail (using DOE-provided distribution matrices). The Contractor shall additionally assign and track commitments using the designated electronic system.

Correspondence is managed in both hard copy/paper and electronic formats. The Contractor shall continue to transition to electronic images as the record copy; however, there will be an ongoing requirement to manage some correspondence in paper format.

The desired outcome is a Correspondence Control function that provides a highly-reliable correspondence management process and electronic system, which enables administration of correspondence in a timely and efficient manner.

Detailed Scope and Requirements:

The Contractor shall open and date-stamp all incoming mail addressed to Federal employees. Items that are not time sensitive nor strictly business-related, such as training announcements released to a wide distribution, publications, supply catalogs, extra copies of distributions, etc., shall be placed directly into the organization mail box without further processing.

For all incoming correspondence that is to be processed, the Contractor shall:

- Determine the Federal individual responsible for the correspondence (i.e., actionee) in accordance with DOE-provided direction.
- Appropriately mark and distribute the correspondence in accordance with approved procedures and utilizing designated electronic systems.
- Process incoming correspondence and ensure that distribution is made to recipients/actionees within ten (10) working hours of receipt. The time of receipt shall be the time correspondence is received from the mail personnel.
- Maintain the current records schedule for all correspondence in accordance with DOE-provided direction.
- Provide DOE with a written process, including procedures, for ensuring correct records schedule information is assigned to all correspondence. Upon receipt and scanning of correspondence into an automated records system, the correspondence shall be readily identified and retrievable by records schedule.
- Manage any (hard copy) paper records of incoming or outgoing correspondence that cannot be electronically managed or archived.

For all outgoing correspondence, the Contractor shall:

- Scan and index the correspondence prior to mailing.
- Perform all internal distributions (to DOE-RL and DOE-ORP) electronically, unless specific limitations are in place.
- Mail outgoing correspondence to recipients in the specified manner, including the DOE "pouch" for mail directed to DOE-HQ recipients.
- Process and distribute outgoing correspondence within ten (10) hours of receipt. Distribution shall be considered complete when placed in the outgoing mail box (for pickup by the on-site mail contractor staff), or when transmitted electronically to on-site staff recipients.
- With minor exceptions, file and maintain all incoming and outgoing correspondence. As appropriate, retire the records to long term storage and provide a document level inventory of the documents retired for easy retrievability.

Until such time as the Contractor proposes and DOE approves system changes, the Contractor shall use the current records management application (Integrated Document Management System [IDMS]), software scanning hardware/software/technical, and the same indexing standards, etc., to ensure data consistency and integrity.

The Contractor shall provide a monthly Correspondence Processing report, which will include the timeliness and volume of correspondence processed.

Boundaries, Constraints and Interfaces:

None.

C.2.3.11 DOE-RL Receptionist

Background:

The U.S. Courthouse and Federal Office Building (FOB) at 825 Jadwin Avenue, Richland, Washington houses the employees of some Hanford Site contractor organizations, as well as several Federal agencies. The Federal Building Receptionist provides selected services to DOE and Hanford Site employees/visitors during the standard work week.

Key Customers:

- DOE-RL and Hanford Site contractor personnel located in the Federal Building

General Scope and Outcome:

The Contractor shall provide receptionist support to DOE-RL and its contractors and visitors within the Federal Building.

The desired outcome is a knowledgeable and responsive Receptionist on duty during normal working hours, who helps DOE-RL and Hanford Site contractor's visitors and employees to readily conduct business with the help of well-communicated, accurate, and adequate information and directions.

Detailed Scope and Requirements:

The Contractor shall:

- Assign, process, and account for all temporary proximity cards and/or visitor badges issued to persons requiring access to DOE areas of the Federal Building, according to provided DOE criteria.
- Ensure adequate Airborne and Federal Express supplies are stocked and provide receipts for shipments to DOE.
- Reserve shared-use conference rooms, such as those at the Federal Building and the Washington State University Consolidated Information Center (CIC).
- Manage the check-in and check-out of Government vehicles by Federal employees located at the Federal Building. This includes ensuring vehicle usage logs are correctly completed after each trip, and compiling and submitting all logs monthly to the DOE-RL Vehicle Coordinator.
- Provide a Federal building receptionist at all times during regular business hours, including the Hanford Site Alternate Work Schedule Friday off. Changes to this requirement shall be approved in advance by DOE.

Boundaries, Constraints and Interfaces:

None.

C.2.3.12 Multi-media Services

Background:

This function provides for the development, production, or acquisition of photos, videotapes, movies, audio productions, and other similar types of media.

Key Customers:

- DOE-RL
- DOE-ORP
- RCCC
- PRC
- TOC

General Scope and Outcome:

The multi-media organization shall be a centralized resource for the Hanford Site. The Contractor shall establish the standards and written procedures that will be used by all Hanford Site Contractors and DOE to obtain photographs, videos, etc, The standards/procedures shall direct that all photos, videos, etc. taken or acquired are indexed, and that the images/photos are merged into a Hanford Site archive or clearinghouse.

The desired outcome is a reliable and cost-effective Multi-Media Services function in which all photos, videotapes, and other electronic media are correctly indexed (metadata applied), and that any photos/videos taken or acquired are made available to others in the Hanford/DOE complex without significant duplication of effort.

Detailed Scope and Requirements:

The Contractor shall create one or more standards and procedures, to be used by all other on-Site contractors (and the MSC), that establishes safeguards to ensure that all photos and videos are appropriately indexed, managed, and in a central repository (potentially a "virtual" central repository) over which the Contractor has control. Metadata standards for electronic media shall be established at a level which allows for easy and accurate retrievability.

The Contractor shall perform an annual self assessment which demonstrates the relative success of efforts to collect, index and manage all relevant photographic images in the central repository.

The Contractor shall conduct aerial photography of the Hanford Site (e.g., monthly), as directed by DOE.

The Contractor shall have photographers (including videographers) available for use by other Hanford Site contractors and DOE on an optional and as-requested basis.

Boundaries, Constraints, and Interfaces:

None.

C.2.3.13 Mail Services

Background:

Mail Services for the Hanford Site includes delivery to major building/locations and relies on the serviced organization/company to further deliver mail to individuals within their respective organizations. Mail Services picks up postal mail from Pasco, Richland or West Richland Post Offices and delivers out-bound Hanford mail through the U.S. Postal Service to a U.S. Postal facility. Mail management requirements are identified in 41 CFR 102–192, *Mail Management* and U. S. Postal Services *Domestic Mail Management* and *International Mail Management*.

Key Customers:

- DOE-RL
- DOE-ORP
- DOE-PNSO
- DOE-Inspector General
- Hanford Site contractors
- Other organizations (located on and off the Hanford Site) affiliated with Hanford missions

Outcome and General Scope:

The Contractor shall provide for basic mail services, including pickup and delivery of interplant and U.S. Postal mail to customers. The work scope includes the pickup, routing and delivery of interplant mail (i.e., mail that does not leave the Hanford Site).

The desired outcome is a timely, efficient, reliable, and safe mail pickup and delivery service that meets the customer needs on the Hanford Site.

Detailed Scope and Requirements:

The Contractor shall provide timely, efficient, and safe mail pickup and delivery services for the Hanford Site. The Contractor shall:

- Develop a *Mail Services Security Plan* that addresses security and safety concerns. The plan shall be provided to DOE-RL no later than 180 days after Notice to Proceed and implementation shall begin immediately upon approval of the plan by DOE-RL. The plan shall take into consideration current Federal Bureau of Investigation, U.S. Postal Service and DOE security bulletins and guidance on potential hazards, including anthrax and bomb detection. The plan shall include training of mail personnel, as well as on-site customers, for early and effective identification of hazards. The plan shall also identify preparation for potential emergencies and hazard mitigation as appropriate. The Contractor shall strive to streamline delivery as much as possible.
- Deliver mail within two (2) delivery cycles.
- Measure and report costs associated with postage (metered mail) periodically on an as-needed basis, no less than quarterly.
- Ensure safety of the mail services customers through participation by the staff for identification and mitigation of concerns relating to bomb threats and exposure to hazardous materials (i.e., anthrax, others) is a critical activity.

The Contractor shall provide the *Annual Mail Management Report* to DOE.

Boundaries, Constraints and Interfaces:

Boundaries and constraints:

- The Contractor shall be responsible for the interface between the U. S. Post Office and the Hanford Site, picking up general mail and specialty mail on an as needed basis.

Contractor interfaces include relationships with at least 70 on-site Hanford Site-related companies or organizations for which services are provided; daily interface with the U.S. Post Offices in the local community; and Hanford Site safety and security personnel as the need arises.

C.2.3.14 Site Forms Management

Forms Management operates within a set of Federal requirements, such as regulations on information collection, *Privacy Act*, and E-gov.

Key customers:

- DOE-RL
- DOE-ORP
- Hanford Site contractors

General Scope and Outcome:

The Contractor shall provide a centralized and configuration-controlled forms management program.

The desired outcome of the Site Forms Management function is a compliant, cost-effective customer service-oriented Site Forms Management function that applies configuration control, results in consistent design, where appropriate, and maximizes the use of electronic forms in gathering of electronic record information to electronic records systems.

Detailed Scope and Requirements:

- The Contractor shall:
- Administer the Hanford Site forms management system and process, and design electronic forms for interactive use, as well as, conventional hard copy forms.
- Develop/design/revise/approve electronic and hard copy forms, eliminate obsolete or duplicate forms, maintain site forms historical records, and maintain the system for centralized configuration management of site electronic and conventional hard copy forms.
- Ensure that all collections of information that are to be gathered meet Federal requirements (i.e., regulations on information collection, *Privacy Act*, e-gov, etc.).
- Ensure consistently designed forms, utilizing automation as appropriate.
- Use existing software, pending an evaluation to determine cost effective alternatives.
- Monitor program costs for identification of cost efficiencies; costs shall be measured and reported annually.

Boundaries, Constraints and Interfaces:

None.

C.2.4 Information Resources/Content (Records) Management (IR/CM)

The primary goal of this scope of work is to enable the successful execution of the Hanford mission and associated activities by providing effective, efficient, and innovative information management and technology solutions, maintenance of Hanford Site technical data in support of regulatory decision-making, and long-term stewardship.

The Hanford Site uses a government-owned, contractor-operated distributed and integrated Information Technology (IT) infrastructure that provides Local Area Network (LAN), desktop and user services, telecommunications systems, radios and pager systems. The infrastructure supports Hanford Site, DOE and contractors and activities. The infrastructure and systems conform to DOE and industry standards, as applicable.

The work scope identified in this Section, as it applies to Federal employees, may be withdrawn, pursuant to Section H Clause entitled, Withdrawal of Work, from this Contract. The timing of this reduction in scope shall be set at the unilateral discretion of the Contracting Officer. The Government's right to reduce this work scope shall be separate from the Government's rights established under the Section I Clause entitled, FAR 52.249-6, Termination (Cost Reimbursement).

C.2.4.1 Strategic Planning and Program Management

Background:

During the life of the Hanford Site cleanup, DOE expects the number of Government and contractor staff supported by the IR/CM infrastructure to decrease. Although the current operational capability is efficient and sized for the current usage, this will change in the future. The Government’s objective is to have a scalable system that will facilitate cost-savings for infrastructure support as contractor and Government staff decrease over time.

Key Customers:

- DOE-RL
- DOE-ORP

General Scope and Outcome:

The Contractor shall review requirements and documentation, and assess current infrastructure and prepare and submit as part of the ISAP an *IR/CM Infrastructure Scalability Solution and Implementation Plan* for DOE approval. The Plan shall comply with the *Clinger-Cohen Act*, OMB A-11, A-300 and all applicable Federal IT requirements, and it shall be aligned with the annual *Capital Investment Plan*. The Contractor shall implement the DOE-approved solution based on the DOE-approved Plan, ensure that the revised solution operates at or better than the current performance metrics, and provides for increased integration of Hanford site technical data information. The Contractor shall implement the Plan in a manner that is transparent to users without degrading performance.

The desired strategic planning and program management outcome is a scalable infrastructure that enables cost savings over time as the Hanford Site population decreases, and greater integration of Hanford Site technical data in support of closure decisions.

Detailed Scope and Requirements:

The Contractor shall include, at a minimum, the following items in the Plan:

- A list of all items reviewed.
- Commercial best practices used in the solution.
- Recommended performance measures.
- Implementation schedule.
- Resource estimates over time to include capital investments.
- Current and projected total cost of ownership statistics.
- Crosswalk to how the plan is aligned with the *Capital Investment Plan*.

The Contractor shall follow the following standards and regulations:

- Clinger-Cohen Act
- OMB A-11, A-300
- All applicable Federal IT requirements
- Security standards
- Architecture standards

Boundaries, Constraints and Interfaces:

None.

C.2.4.2 Communications

Background:

Hanford Site communications services are currently utilized by most of the Hanford Site contractors. Those that utilize their own switch, utilize the Hanford Site fiber network. The Hanford Site Telephone Exchange activities encompass voice, data, special circuits, 9-1-1 support, and attendant/operator services to Hanford Site programs, projects, and support organizations. The system includes transport (backbone) systems, switching equipment, outside cable plant, inside cable plant, distribution frames, subscriber station equipment, attendant workstations, ancillary equipment, and interfaces to private and public networks. The communications services function also includes emergency and commercial radio and pager services.

Key Customers:

- DOE-RL
- DOE-ORP
- Hanford Site contractors except the RCCC and WTP contractor

General Scope and Outcome:

The Contractor shall provide telephone, radio, and pager services for the Hanford Site.

The desired outcome is reliable telephone, radio, and pager services that provide best value to the Government over the life-cycle.

Detailed Scope and Requirements:

C.2.4.2.1 Telephone

The Contractor shall:

- Provide and maintain telecommunications capability and capacity sufficient to meet the needs of the Hanford Site, encompassing those systems required to maintain data transmissions, including local, state, national, and international subscribers; data and network circuits; off-premise stations; telephone service to off-site offices occupied by Hanford Site end-users; alerting and crash alarm systems; and other miscellaneous voice and data circuits.
- Provide or otherwise obtain telecommunications for (additional) off-premise main station lines and trunks.
- Operate the Telephone Exchange Help Desk during normal working hours.
- Ensure that performance of any maintenance, operation, construction, installations, equipment moves, or other work that will interrupt or adversely impact a significant portion or essential function of the system is scheduled outside of the Site's normal working hours. In all cases, the Contractor shall minimize the duration of any such interruptions.
- Provide a fully qualified individual for on-call support outside of normal working hours for dispatch to any major trouble area.
- Be responsible for all contacts and coordination with the local tariff and non-tariff telephone companies to include service and maintenance activities associated with the Federal Telecommunications System access lines, use of current Network Numbering Exchange codes, and central office trunks.

Customer Billing System

The Contractor shall provide billing administration for Hanford Site Telecommunications System, generate customer invoices, and ensure that any changes to the rates charged are processed through a formal change request.

Ancillary Equipment and Systems

The Contractor shall be responsible for the administration, operations, and maintenance of ancillary equipment and other systems installed within the Hanford Site Telephone System.

The response time for non-emergency remedial maintenance (required to correct significant faults, as determined by the Contractor, which are not as serious as those covered as Emergency Remedial Maintenance) for notifications received on or before 12:00 p.m. (noon) shall have a response the same day. For notifications received after 12:00 p.m. (noon) shall have a response within 24 hours.

C.2.4.2.2 Emergency & Commercial Radio

The Contractor shall:

- Provide engineering, maintenance and operations of radio communication services, including two-way, fire dispatch, safety and emergency preparedness, security systems and infrastructure.
- Manage radio spectrum licensing and design, engineering integration, operations and maintenance, installation, upgrade and required system calibration services, and registration of radio frequencies with the National Telecommunications and Information Administration.

C.2.4.2.3 Pager Services

The Contractor shall:

- Provide maintenance, operations and account administration of the Government-owned Hanford Site Pager infrastructure and commercial pager services, including Site, regional and national paging services.
- Provide system designs, integration, maintenance, frequency management, associated engineering services, and support to manage regional, international, and nonstandard inventory for pager replacement parts.

Boundaries, Constraints and Interfaces:

Boundaries and constraints:

- The Contractor shall not contract, install, or place in service any type of telecommunications equipment where an obligation of charges beyond the current rates exists, without prior written approval from DOE-RL.
- The normal working hours for the Telephone Exchange Help Desk shall be Monday through Friday, excluding Hanford Site holidays, Site closures, and Site Fridays off, from 7:00 a.m. to 4:30 p.m. Any changes to "normal working hours" require prior approval from DOE-RL.
- "On call" is defined as being readily available via telephone or pager and the ability to be on site in 2 hours or less and capable of performing repair services and maintenance operations.
- System interruptions shall be coordinated with the DOE-RL at least 48 hours in advance.

Contractor interfaces include contracting with off-site providers for additional services.

C.2.4.3 Infrastructure Support

Background:

Infrastructure Support includes Network Services; Network Administration; Network Operations Center; Application Hosting Services; IR/CM Infrastructure Investment Projects; Internet Support; Maintenance and Software License Management (including desktop license maintenance); Technology Support for Hardware and Software; Network Management and Maintenance; Desktop/User Services; Wireless Services; Hardware Maintenance; Workstation Acquisition, Redeployment, and Retirement; Engineering and Configuration; Software

Distribution; Streaming Video Engineering Services; Information Systems; Cyber Security Support; Database Management; HLAN Infrastructure; Video Teleconferencing (VTC) Support Services; and Software and Systems Engineering.

Key Customers

- DOE-RL
- DOE-ORP
- Hanford Site contractors

General Scope and Outcome:

The Contractor shall operate and maintain the HLAN information/communication infrastructure.

The desired outcome is an infrastructure support function that provides best value over the life-cycle.

Detailed Scope and Requirements:

C.2.4.3.1 Network Services

The Contractor shall operate the Hanford Site HLAN and provide design authority and configuration control for the HLAN environment, as well as, project management, evaluation, design, system integration, consulting, implementation, and support to the HLAN-provided core services.

C.2.4.3.2 Network Administration

The Contractor shall provide network administration services, including systems engineering support for production, test, and development of distributed system environments as well as maintenance and administrative support for distributed platform operating systems, supporting subsystems, and commercial off-the-shelf (COTS) infrastructure support software utilities. Network administration provides systems management functions including management of the availability, capacity, and configuration of distributed computing resources and support and maintain existing shared and dedicated file server resources to include specification of systems required to meet customer application customer requirements.

The Contractor shall perform activities required to support the daily operations of the HLAN, technical systems support, resource management, HLAN fileserver data backup and recovery processes.

C.2.4.3.3 Network Operations Center

The Hanford Network Operations Center (NOC) serves as the focal point for managing HLAN and server problems detected via automated tools or reported by HLAN customers. The NOC monitors distributed and centralized production platforms and Site applications. The NOC is the point of contact for notification of inbound and outbound service interruption.

The Contractor shall provide the following NOC services:

- Network Monitoring
- Systems Monitoring

- Site wide Support
- After-Hours Customer Support

C.2.4.3.4 Application Hosting Services

The Contractor shall provide Application Hosting Services to include:

- Existing shared and dedicated Microsoft□−OS-based fileservers hosting user applications, including servers supporting application development, test, and production environments, group share areas, and specialized shared web and Microsoft SQL servers.
- Platform operating systems-level□− database administration, consultation, and technical expertise for the development, construction, and maintenance of relational databases, such as Microsoft SQL Server, required for the functionality of end user applications. (Services provided shall consist of technical expertise and sustaining support for the installation, upgrade, backup and recovery, performance tuning, and monitoring of database applications.)

C.2.4.3.5 IR/CM Infrastructure Investment Projects

These projects maintain the functionality and reliability of the HLAN.

The Contractor shall:

- Identify and recommend IR/CM infrastructure investment projects for approval and priority ranking.
- Provide the project planning, recommended priority ranking, management, and implementation services for the IR/CM infrastructure investment projects.

C.2.4.3.6 Internet Support Service

The Contractor shall provide a webmaster to coordinate Hanford Site intranet and internet support, to provide website configuration control, use metrics, and hosting standards.

C.2.4.3.7 Maintenance and Software License Management

The Contractor shall provide and manage licenses for HLAN software (licensed under DOE), including the support of the software distribution and metering service, and maintenance of a list of current software licenses, and license agreements and vendor information as record material. Contractor provided licenses shall be the same type as currently provided, unless otherwise mutually agreed upon (i.e., perpetual, subscription, etc.).

C.2.4.3.8 Technology Support for Hardware and Software

The Contractor shall coordinate with other Hanford Site contractors and provide for technical support to resolve HLAN product and product integration problems for Hanford Site standard hardware and software.

The Contractor shall:

- Provide knowledgeable personnel in the standard desktop and server products and provide an escalation path to vendor support.

- Properly configure and integrate standard products and track current and future product releases.
- Provide controls on the configuration of the users' personal computers (PCs), as well as on the list of supported standards.
- Follow a systematic process for analyzing and deploying technology changes. The process shall include:
  - Analysis of the cost and benefits of the change;
  - User pilots of the proposed change;
  - Review by appropriate boards;
  - Managed deployment; and
  - Comprehensive communication planning.
- Maintain the client desktop software as current as is practical by incorporating vendor software patches and new versions that can fix reliability problems and enhance functionality.

The Contractor shall provide technology integration support for the following:

- Maintenance of network utility applications;
- Product management of standard hardware and software configuration;
- Testing of vendor changes to Site-standard hardware and software; and
- Evaluation of new vendor releases of standard desktop and network products.

C.2.4.3.9 Network Management and Maintenance

The Contractor shall provide network engineering, analysis, planning, consulting, integration, and support to ensure maximum availability of HLAN network infrastructure and resources including on-call network engineering support during off hours.

The Contractor shall perform the following services:

- System design authority for administering standards support and jurisdictional controls;
- Engineering support for existing network infrastructure system changes required to ensure optimum performance;
- Quality acceptance and quality control/inspection of existing configurations;
- Systems integration;
- Configuration management and planning;
- Network configuration control and documentation;
- Network architecture and design;
- Internet protocol name/address mapping and supporting systems;
- Management of network facilities, including heating, ventilation, and cooling, and power;
- Administration and technical support for network systems, including the Internet connection, bridges, routers, concentrators, switches, and gateways;

- Evaluate monthly and report to DOE-RL quarterly on the service levels provided to its customers; and
- Provide maintenance for the network infrastructure, which includes Hanford Site transmission systems, inside-building cabling systems, bridges, routers, gateways, concentrators, file servers, switches.

The Contractor shall:

- Provide for the capability to monitor network services for faults and service interruptions of the backbone switches, and devices directly connected to the switches.
- Provide technical support personnel to track problem events, provide level-one troubleshooting for all network alerts, and escalate situations to appropriate parties, as necessary.
- Monitor platforms for availability on the HLAN as well as the functionality of critical site wide application services to include monitoring of workload and event management functions of Hanford Site applications, such as Hanford Site E-mail.
- Provide problem event notification and service coordination as required for radio, pager, radio fire alarm reporter, Emergency 9-1-1 Service for Hanford Patrol, audio/visual teleconference facilities, and the EOC/ONC.
- Provide limited after-hours end-user help desk functions. The help desk functions shall include:
  - User HLAN logon assistance to include password resets, assistance with remote access, and other issues pertaining to gaining access to HLAN resources;
  - User problem logging and ticket generation;
  - Service request logging and ticket generation; and
  - Appropriate escalation of User problems.

C.2.4.3.10 Desktop/User Services

The Desktop/Users Services scope provides customers with technical support services, including desk-side software support, HLAN User Account Administration, E-mail Administration and support, etc. The baseline number of units is 7,260.

The Contractor shall maintain the Hanford Site standard for PC hardware, with input from other Hanford Site contractors and customers.

The Contractor shall provide:

- Continuous end-user field support, including desktop computer support focused on software and network problems
- Support for non-standard software and specialized projects, such as specialized training or business consulting as defined by Hanford Site customer requirements.
- Central help desk support for users of computing and telecommunications services accessible via phone and web that provides timely resolution and tracking of issues.
- Users with one telephone number to call for support as well as a web ticketing capability for users to enter support requests; and provide diagnosis and resolution for customer desktop problems, including resolution of more complex, technical software problems. Requests that cannot be handled over the phone shall be routed to the appropriate

teams in the field or to appropriate service providers for resolution. The central help desk also will update and administer the HLAN Hanford User Help (HUH) website, provide input to the subcontractor configuration control processes, and monitor customer satisfaction surveys. Service affecting events related to the HLAN and the key/critical and key/essential applications will be documented within 10 minutes of discovery on a website accessible to all HLAN users (remote users inclusive). An update to the recovery status should be posted no less than in 60 minute intervals. The eventual closure of the event will also be documented within 15 minutes of final restoration.

- Provide desk side software field support for Hanford Site computing and telecommunications products when the original request cannot be resolved over the telephone. Field support includes installing software, troubleshooting, and restoring files for network users.
- Assess customer satisfaction routinely, and shall include questions regarding the timeliness, accuracy, and quality of service received.
- Provide administration for HLAN user accounts.
- Provide E-mail administration and support, including wireless E-mail. At a minimum, services shall include adding/modifying/deleting E-mail accounts, updating E-mail directories, and troubleshooting.

C.2.4.3.11 Wireless Services

The Contractor shall provide wireless access to E-mail, calendaring, etc. The E-mail and calendaring are synchronized wirelessly with the Hanford Site E-mail environment. The Wireless E-mail service provides continuing support for the existing Personal Digital Assistants (PDAs) (e.g., Treo and Blackberry), as well as new PDA services.

C.2.4.3.12 Hardware Maintenance

The Contractor shall provide repair and maintenance services for desktop computers and related peripherals, e.g., monitors, printers, etc. Appropriate relationships shall be maintained with standard product vendors such that labor and materials costs for in-warranty repairs are recovered to the extent practicable. Materials (parts) for out-of-warranty items shall be provided on a non-standard basis. Lists of current supported hardware including network infrastructure and servers shall be maintained.

C.2.4.3.13 Workstation Acquisition, Redeployment, and Retirement

The Contractor shall provide the following redeployment, acquisition, and retirement services for desktop computer systems and related equipment:

- Accept, catalog, store and redeploy underutilized equipment that meets minimum Hanford Site standards.
- Accept and retire equipment that does not meet minimum Hanford Site standards. The retirement process includes data removal and excess of equipment through established procedures.
- Assist users with procurements of desktop computer systems and related equipment, and review procurement requests for compliance with the established standards. Average install completion time for delivery and setup of a computer shall be within five (5) business days from time of receipt of request, with no installs/setups taking longer

than eight (8) business days, except under exigent circumstances. An installation shall be considered complete when it is operational in the user's location.

C.2.4.3.14 Engineering and Configuration

The Contractor shall provide test, evaluation, and configuration services for infrastructure, new technology, and desktop hardware and software components, including standard and non-standard hardware and software.

C.2.4.3.15 Software Distribution

The Contractor shall provide distribution and deployment for additional software applications through user pull technology and system push technology, such as Adobe Writer, MS Project, etc. The subcontractor shall maintain lists of current supported software including network infrastructure and servers.

C.2.4.3.16 Streaming Video Engineering Services

The Contractor shall provide live streaming video events coordination and streaming video consulting services.

C.2.4.3.17 Information Systems

The Contractor shall manage and perform steady state operations, maintenance, development and enhancements for Hanford Site data systems, supporting both project and business functions. This includes database management, infrastructure maintenance, and application hosting services.

C.2.4.3.18 Database Management

The Contractor shall:

- Identify and maintain those systems determined to be essential.
- Maintain assigned systems that are considered to be essential systems, including those which, if service were interrupted, could result in loss or injury of people or property or significant adverse impact to the mission or continuity of operations in terms of either dollars or time; those that may affect quality; those that produce record material; and those whose data is used directly or indirectly, as a basis for DOE decision-making. Essential systems may also be characterized as "critical", " vital", or "sensitive".

C.2.4.3.19 HLAN Infrastructure

The Contractor shall provide maintenance for the network infrastructure, which includes Hanford Site transmission systems, inside-building cabling systems, bridges, routers, gateways, concentrators, file servers, switches.

The Contractor shall provide project planning, management, and implementation services for infrastructure investment projects. Selection of investment projects shall be based on knowledge of the infrastructure, requirements of the Hanford user community, and the Contractor's ability to meet customer performance commitments.

C.2.4.3.20 Video Teleconferencing (VTC) Support Services

The Contractor shall provide operations and engineering support of VTC rooms and desktop video conferencing systems at various locations on the Hanford Site.

The Contractor shall:

- Provide technical oversight, troubleshooting and assistance for VTC operations.
- Provide, implement and coordinate desktop video units.
- Act as technical representative for cable television service for the Federal Building.
- Provide technical coordination for satellite downlink teleconferencing services.
- Update and maintain operational procedures.
- Recommend and implement configuration changes.

C.2.4.3.21 Software and Systems Engineering

The Contractor shall provide IR/CM consulting, including facilitation, systems engineering, project management, and staff support.

System Development

In accordance with the DOE-approved *IR/CM Infrastructure Scalability Solution and Implementation Plan ,* the Contractor shall provide system concept development, requirements definition, design and construction of new code, acquisition and integration of commercial-off-the-shelf applications and implementation; stand alone, client-server, or web-enabled; new, upgraded, or migrated from an existing environment; including user training, system documentation, and user acceptance testing; production-ready systems meeting customer requirements, developed according to contractor's standard processes. All newly developed software systems must be at the Software Engineering Institute Capability Maturity Model Integration, Level 3 or higher.

Systems Operations and Maintenance (O&M)

The Contractor shall provide systems operations and maintenance (O&M) for Hanford Site customer applications, including O&M planning, software quality assurance oversight and auditing, system monitoring, backup and restore, defect repair and testing, system and documentation configuration management, troubleshooting and system recovery production support, and dedicated support for customer-specified enhancements. As required, transfer development and O&M responsibility to or from a third-party developer.

Software Testing

The Contractor shall perform system and Integration testing of new and changed applications and support for customer-performed user acceptance testing.

Software Configuration Management

The Contractor shall provide configuration identification, change control, version control, auditing and corrective action to protect the system baselines during development and O&M, and ensure updates and changes are planned and controlled.

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None

Contractor interfaces include local utilities for the purpose of coordinating maintenance and modifications to those portions of the HLAN outside the Hanford site, e.g., leased space, etc.

C.2.4.4 IR/CM Facility Management Services

Background:

The MSC shall occupy facilities that house and/or store equipment necessary for the performance of this work scope, and will be responsible for these facilities.

Key Customers

- DOE-RL
- DOE-ORP
- Hanford Site contractors

General Scope and Outcome:

This scope of work covers the maintenance, continuity of operations, and security of those facilities that MSC will be responsible for due to their housing and/or storing equipment, including telecommunications, network, datacenter, server, pager, radio, etc. and other equipment, such as vehicles, machinery, etc.

The desired outcome is cost effective management of facilities that provides best value over the intended life-cycle of these facilities.

Detailed Scope and Requirements:

The Contractor shall:

- Provide IR/CM facility management services to those facilities which house or store equipment including telecommunications, network, datacenter, server, pager, radio and other equipment which supports the IR/CM work scope.
- Maintain electrical power; supporting systems and panels; required backup generator; and supporting systems for assigned facilities, including: provide cooling and environmental controls, as necessary to comply with hardware vendor requirements for standard operations.
- Provide minor repair services to assigned facilities.
- Provide physical security management of assigned facilities/structures.
- Monitor assigned facilities/structures for environmental and other physical conditions that could disrupt operations of equipment or services provided within or through the facility/structure.
- Support maintenance activities required by the Hanford Fire Department.
- Respond to power outages or other service effecting events in a manner to minimize impacts to the services provided to the PHMC or other Hanford Site customers.

Boundaries, Constraints and Interfaces:

None.

C.2.4.5 Content (Records) Management

Background:

Records Management is a key component of documenting Hanford's corporate memory. It is essential that the Contractor maintain and manage records to ensure adequate and proper documentation of work accomplishments and document DOE stewardship of Federal responsibilities and funds. The scope includes developing a strategy for life-cycle management of records, including inventory and schedule management, vital records, restoration, major collection management and long-term records storage.

Key Customers:

- DOE-RL
- DOE-ORP
- Hanford Site contractors
- PNNL

General Scope and Outcome:

The Contractor shall provide information inventory and schedule services for all records, including those documenting the missions, programs, projects and all administrative functions. The records inventoried and scheduled include records in all media, including electronic systems, databases, spreadsheets, microform, photo, hard copy paper, and all other formats/media. The Contractor shall provide imaging services (including scanning and indexing) to further facilitate the migration to electronic records. The Contractor shall provide long-term physical storage for paper and other hard copy media records in accordance with all National Archives and Records Administration (NARA) requirements and DOE directives, and maintain information systems to manage that collection.

The desired outcome is the proper management of DOE records and the prompt disposition of inactive records; ensuring ready and accurate access to records while increasing efficiency and productivity of the service, low-cost storage of inactive records that are accessed easily, accurately, and when needed by the customer; and assurance that major records collections are identified, indexed and authenticated, and easily accessible by users.

Detailed Scope and Requirements:

C.2.4.5.1 Inventory and Schedule Management

The Inventory and Schedule Management scope of work provides the service processes for all records under the scope of this Contract and for designated contractors. This work addresses all records (and non-records) originated or held by any of the covered contractors and includes records in all media, including electronic systems, databases, spreadsheets, microform, photo/negatives, hard copy paper, and all other formats and media. Content (records) management/inventorying and scheduling requirements are in various DOE directives and NARA regulations.

The Contractor shall:

- Provide life-cycle management for all records, including those maintained in electronic media.
- Implement record identification and capture as records are created in business and program/project processes. The Contractor shall develop, implement or use standard methodology to determine the value of the records in various formats.
- Participate in the development of records retention schedules, working on Government-wide, DOE-wide, Hanford Site-wide or Contract-specific initiatives for records schedule improvements.
- Manage the Records Inventory and Disposition Schedule (RIDS) database and manage the update process. The Contractor shall maintain detailed inventories of records holdings, including records contained in information systems or other electronic format. The inventory shall address how the records are maintained, where they are stored, and document the records' authenticity/integrity.
- Conduct independent assessments of all Hanford Site contractors' activities to ensure that programs are properly documented and are in compliance with NARA requirements, records schedules are consistently applied and that storage meets required standards.
- Report to DOE-RL annually on the records inventory process completion to include a description of the process followed and document the strategy utilized to ensure all electronic records have been identified and inventoried.
- Using information from the RIDS database, ensure the delivery of hard copy and electronic records to approved records repositories.
- Provide training and consulting needed to ensure that information retention and disposition policies and processes are interpreted and applied consistently among the Hanford Site contractors.
- Coordinate records turnover between projects/contractors to facilitate various stages of projects. The Contractor shall coordinate with project managers to ensure projects have adequately addressed records needs.
- Work proactively and collaboratively with DOE-HQ, NARA, other DOE sites, and subject matter experts with regards to records schedule development.
- Coordinate with on-site electronic archives, as well as NARA, to arrange for the delivery of electronic record material, as appropriate.

C.2.4.5.2 Major Collection Management

This service is an integral function of an effective content (records) management program. Major Collection Management provides continued maintenance of significant collections of records. Examples of major collections include engineering drawings, photographs/negatives, videotapes, etc.

The Contractor shall ensure that records in identified collections are indexed, authenticated, metadata complete, and are accessible to those that have a business requirement. The Contractor shall:

- Continue to improve on accessibility issues (i.e., indexing of photos, etc.).

- Recommend to DOE when any collection of records can be dispositioned in an alternative (more effective) method.
- Provide records retrieval support and evaluate records requests to ensure that appropriate procedures are followed, such as those for security, confidentiality, privacy, etc.
- Controlled Document Management Services: The contractor shall manage controlled document release and distribution services via electronic and hard-copy media for technical, and other controlled documents required by Site personnel in the conduct of their work, to ensure that holders of controlled documents continue to have access to the current version. This service provides the following document control services for Hanford documents:

  1. Make controlled distribution of Hanford documents by hard copy and/or electronic media for selected Hanford technical and engineering documents.
  2. Process and issue controlled notebooks/logbooks.
  3. Maintain the document tracking and application database system for controlled documents.
  4. Capture of receipt acknowledgements for specific distributed documents as necessary.
  5. Capture the record copy of controlled documents.
  6. Distribute recall notices to customers of controlled documents.

C.2.4.5.3 Long-Term Records Storage

The long-term records storage program provides for physical storage of many thousands of records in various hard copy medium (paper, photographs, video, tapes, etc.). Storage requirements are identified in various DOE and NARA regulations, including 36 CFR 1228.

There is currently a complete moratorium on destruction of all record material at Hanford, as well as several other moratoria on destruction of certain subset of record material.

The Contractor shall:

- Provide for physical storage of inactive records generated on the Hanford Site by DOE and all Hanford Site contractors.
- Accept records boxes for storage and coordinate with the NARA Federal Records Center (FRC) in Seattle, Washington, as required.
- Manage the Records Holding Area-Management Information System, including information regarding box content, records schedule and retention period.
- Establish and maintain Hanford Site procedures and processes for records storage.
- Effectively manage inventory and FRC shipping strategies to lower costs.
- Track unit cost data for content (records) management.
- Provide search and retrieval services for on-site contractor and DOE staff.
- Coordinate the retrieval of boxes located in the Seattle, Washington FRC for all on-site contractors and DOE. Standard retrieval shall be provided within four (4) working days.

In accordance with approved procedures, urgent retrieval requests shall be provided within two (2) working days and immediate access to specifically identified information (through scanning and E-mailing from NARA) shall be available to Hanford Site customers.

- Central Files: The contractor shall manage the set of active records commonly referred to as Central Files to ensure that the correct configuration-controlled engineering documents are available to support the site mission. This service performs the following services for the management of these active Hanford records:

1. Receive, store, maintain, and retire active Project Hanford-numbered documents in the central files repository
2. Provide retrieval services for legacy hard copy and microfilmed active record material, including specifications and vendor information, in the Central Files and Vendor Information (V**I**) repositories.

Reports and Plans

The Contractor shall:

- Report on efforts and recommendations for making the records storage process more cost effective, including controlling and lowering costs associated with storage and with shipping to and receiving records from the FRC. This report shall include statistical data regarding ongoing costs and numbers of records and retrievals being managed.
- Develop a *Records Disposition Contingency Plan* detailing actions to be taken in the event that the Hanford Site moratorium on destruction of records is lifted. This Plan shall include a cost effective means of assessing the "re-purposing of records"; that is, determining which records are past current records retention requirements but may now have a "new" purpose within Hanford's environmental mission. This Plan shall also include a cost effective approach for the destruction of up to approximately 45,000 cubic feet of record material.
- Provide re*commendations to DOE regarding cost*-effective long-term storage (2008-2035) that is integrated into the ISSIP.
- Complete an Assessment of Records Storage Compliance with NARA facility requirements and other requirements.
- Develop a Comprehensive Content (Records) Management Security Plan that is integrated into the Infrastructure Scalability Solution and Implementation Plan (ISSIP).

<u>Boundaries, Constraints and Interfaces:</u>

Boundaries and constraints:

- Participation on any schedule updating must include input, recommendations, and buy-in from the "record originator".
- IDMS is the OpenText Livelink product implemented at the Hanford Site and shall be used as the repository for all electronic records.
- There is a complete moratorium on destruction of all record material at the Hanford Site, as well as several other moratoria on destruction of certain subset of record material.
- The physical limitations of the current on-site records storage facility (15,000 cubic feet) restrict the volume of records that can be maintained on-site.

- There is a prohibition against shipping classified boxes to the Seattle, Washington FRC.

Contractor interfaces include Federal Records Center, and other Federal agencies. Searches for documents in discovery or as a result of some litigation or investigation often result in coordination or consultation with staff in DOE-HQ, U.S. Department of Justice, etc. to ensure that the appropriate search methodology is followed or to discuss search results. Extensive coordination with different Hanford and off-site organizations is required, including:

- Records Holding Area staff and the NARA FRC to arrange for shipments to/from the FRC.
- Records Holding Area staff and Hanford Patrol to ensure adequate security are in place during shipments.
- Records Holding Area staff and the transportation contractor to ensure timely receipt of shipped boxes.
- Records Holding Area staff and any on-site movers to ensure timely delivery of boxes to/from the Records Holding Area.

C.2.5 Portfolio Management

Successful execution of the Hanford portfolio planning, acquisition support and independent assessment work scope will directly facilitate DOE's ability to make informed decisions and ensure cost and schedule efficiency while minimizing programmatic risks, initiating new sub-projects, and providing independent assessment and oversight of the environmental cleanup contract(or)s work accomplishments.

C.2.5.1 Hanford Portfolio Planning, Analysis & Performance Assessment

Background:

DOE-RL performs oversight and integrated planning of projects within the DOE Office of Environmental Management, grouped together into approximately a dozen project baseline structures (PBS's). The life-cycle value of the work performed under these PBS's is near $7 billion. The projects operate within the requirements and guidelines of DOE project management directives, as well as budget and planning-related OMB Circulars. The U.S. Congress has stipulated that funding of these projects is dependent on credible baselines and the degree to which project execution is successful. This scope is primarily accomplished through critical analysis and integration of project information, and by providing programmatic recommendations to DOE.

Key Customers:

- DOE-RL
- DOE-ORP

General Scope and Outcome:

The Contractor shall perform Hanford Site portfolio integration, provide simulation and optimizing analysis tools, and coordinate and assist with integrated scheduling and performance evaluation.

The desired outcome of the Hanford Portfolio Planning, Analysis & Performance Assessment function is a DOE-RL and DOE-ORP *Integrated Hanford Life-Cycle Clean-up Plan* that optimizes the mission life-cycle, enabling DOE to ensure cost and schedule efficiency while adequately anticipating and managing programmatic risk.

Detailed Scope and Requirements:

The Contractor shall provide DOE-RL with an *Integration Issues Management Plan* that includes:

- List of known and potential conflicts and areas of concern with and between Hanford Site entities (projects), and recommendations for resolution.
- Process for how future issues will be formally identified to DOE in a manner that provides adequate time to respond to and/or mitigate the impacts of any identified potential problem areas.
- Programmatic gap analysis for all major areas of potential conflict within the realm of project management, including project execution (work sequencing and logic); use and application of Earned Value Management System (EVMS), rigor with which formal change control is applied; duplication of effort by multiple entities; lack of responsibility/accountability for key activities; environmental liability; scope, cost and schedules; bases of estimates; budget assumptions, planning and execution; and performance measurement systems.

Hanford Portfolio Planning

The Contractor shall:

- Perform mission needs analysis and identify strategic or project integration gaps in mission execution capabilities.
- Support the budget formulation process including, emerging work items list, budget formulation input (including Integrated Priority List), fall limited budget update submission, budget scenario development, and budget presentations (such as public and regulatory briefings, etc.).
- Identify approaches to reconcile TPA requirements with Congressional funding levels and the current and projected performance.
- Develop presentations and reports, including Year-end and Quarterly Site-wide Progress Reports for DOE-HQ and the public, and a year-end summary and quarterly updates for site-wide attributes of the (DOE) corporate performance measures, and Site Plans, as requested by DOE.
- Support DOE in the preparation and submission of documents requesting regulatory and stakeholder approval.
- Participate in and document results of:
  - Internal and external independent project reviews;
  - EVMS certifications;
  - Reviews of project-related documentation (e.g., Project Execution Plans, Risk Management Plans, etc.);
  - Environmental liability audits;
  - Evaluations of contractors' estimates, scope, cost and schedules;

- Budget submissions;
- Performance measurement systems; and
- Requests for Equitable Adjustments and baseline change requests.

- Develop and maintain an Integrated Hanford Life-Cycle Cleanup Plan that:
  - Integrates the baselines and life-cycle plans of the MSC, and the other Hanford Site contractors performing DOE Office of Environmental Management work and DOE direct-funded activities.
  - Identifies applicable regulatory requirements and current cleanup objectives.
  - Identifies Site-wide issues with schedule logic, integration, waste flow disposition pathways and planned sequencing, etc., and provides recommendations for optimization.
  - Identifies and quantifies program risks in a *Programmatic Risk Management Plan*.
  1) Incorporates approved baseline changes into the Plan.
  - Maintain the change control log.
  - Includes input from all Hanford Site contractors.
  - Reflects waste disposition strategies and regulatory pathways including TPA, RCRA, CERCLA, Air Operating Permit (AOP), National Pollutant Discharge Elimination System (NPDES), *Endangered Species Act of 1973* (ESA), *National Historic Preservation Act of 1966* (NHPA), *Archaeological Resources Protection Act of 1979* (ARPA), *National Environmental Policy Act of 1969 (*NEPA), Natural-resource damage assessment (NRDA), *Toxic Substances Control Act of 1976* (TSCA), S*uperfund Amendments and Reauthorization Act of 1986* (SARA), etc., that must be negotiated and approved in advance to support future acquisitions.
- Develop a comprehensive Site-wide Environmental Protection and Compliance Plan that:
  - Addresses a Site-wide strategic approach to the life-cycle environmental management to assure compliance with the TPA and other regulatory permits and requirements throughout the duration of the Hanford cleanup.
  - Identifies Site-wide environmental issues and proposes opportunities for improvement.
- Update the *Site-Wide Environmental Protection and Compliance Plan* as needed to reflect changing conditions and contractor responsibilities.

Analysis Tools

The Contractor shall evaluate and respond to externally-proposed or required changes in technical scope, schedule, regulatory or budget requirements, etc. In conducting its evaluation, the Contractor shall employ appropriate analysis mechanisms, including:

- Integrated performance measurement tools and capabilities.
- Operational models for forecasting waste flows and optimizing disposition pathways, sequencing, and timing.
- Tools and techniques for performing simulations and optimization to support life-cycle planning that enables DOE to respond to dynamic and frequent changes in scope, schedule, cost, budget, contractor performance, technical direction, regulatory requirements, etc.

- A suite of cost estimating tools and capabilities to deal with high level rough order of magnitude scenarios and option analysis, as well as detailed activity-based cost estimates.
- Primavera Project Planner Version 6 (or latest version as directed by RL)scheduling software.
- The necessary capability for DOE to capture all project information, from Hanford Site contractors.

Evaluation of Performance against Life-Cycle Cleanup Planning Process

The Contractor shall evaluate project and program performance against the *Integrated Hanford Life-cycle Baseline*. As part of the evaluation, the Contractor shall, for the purpose of identifying cost and schedule impacts and providing accurate status against the integrated life-cycle cleanup plan, determine the impacts of:

- Individual contractors' performance against the respective contract baselines.
- DOE project performance against the DOE project baselines.
- DOE program performance against the DOE Integrated Planning, Accountability, and Budgeting System baseline.
- Individual contractor and Site-wide performance to regulatory requirements and milestones.

The Contractor shall identify performance issues with respect to schedule logic, integration, waste flow disposition pathways planned sequencing, milestones, interface points, regulatory commitments, risk mitigation, and incentives, and provide recommendations for optimization.

The Contractor shall compile performance reports accompanied by critical analyses and recommendations to DOE.

<u>Boundaries, Constraints and Interfaces:</u>

Boundaries and constraints:

- The MSC supports the optimization of cleanup planning to DOE defined criteria as part of the annual budget planning and funding decision-making process via tools such as the integrated priority list (IPL), integrated, cross cutting analysis of mission contractors' baselines (and designated portions of the MSC baseline), opportunities, and risks. The MSC does not produce mission/project-specific baselines or risk management plans (with the exception of those for MSC work scope).

Contractor interfaces: None.

C.2.5.2 Project Acquisition and Support

<u>Background:</u>

Due to the duration, complexity and uncertainties of the Hanford Site cleanup mission, an effective acquisition strategy will include alterations over the life-cycle, such as changes to deliverables that will span across several contracting terms. Because continuity is needed while the Hanford Site experiences contractor turnover, it is sometimes prudent for DOE to perform certain project activities that its contractors would ordinarily do.

The project acquisition and support function includes project initiation, design, construction, and/or procurement services. These service capabilities are intended to enable DOE to separately accomplish its owner responsibilities in delivering new projects. Because the nature of this type of work is cyclical, these services will be funded on an as-needed basis. It is not expected that the resources necessary to execute these functions will be retained as a permanent operating capability; rather, they will be obtained when a need is identified by DOE and funds are available.

Key Customers:

- DOE-RL
- DOE-ORP

General Scope and Outcome:

The Contractor shall provide the means to enable DOE to perform its project owner management responsibilities, in the areas of planning and procurement actions for new projects, by supporting the Critical Decision (CD) 0 through CD-1/2 phase of new project life-cycles and, when requested, act as project lead in support of the CD-3 and CD-4 phase of new projects.

The desired outcome is dependent upon the end product required, such as a fully developed and awarded project contract, or a complete project, from initiation to turn-key delivery. The result is a flexible acquisition capability that yields well-conceived, technically sound, and successfully executed projects.

Detailed Scope:

Mission Analysis

The Contractor shall:

- Prepare draft and/or final CD-0 "packages" as requested. (Note: "Package" includes some or all of the CD-0 elements required by CRD O 413.3B, Program and Project Management for the Acquisition of Capital Assets.)
- Identify gaps in current mission capabilities necessary to complete the planned work scope.
- Performing engineering studies and analyses to support the CD-0 phase of new project life-cycles.
- Conduct acquisition planning, including acquisition methods alternatives analysis.
- Conduct regulatory analyses.
- Identify down-selecting technologies for specified applications.

Project Planning and Procurement

For directly-contracted new (capital or operating) projects, the Contractor shall document the scope and develop the independent cost estimates.

For new capital projects, the Contractor shall:

- Develop design criteria and pre-conceptual designs.

- Prepare draft and/or final CD-1/2 packages, as requested.
- Conduct design reviews, design verifications, and validations, and perform value engineering studies to support the CD-1/2 phase of new capital projects' life-cycles.

For new operating projects, the Contractor shall develop the CERCLA removal and/or response reports (e.g., Remedial Investigation/Feasibility Study report) for DOE approval.

Project Execution

When executing directly-contracted new capital projects, the Contractor shall:

- Prepare draft and/or final CD-3 packages as requested.
- Conduct procurement and constructability analyses.
- Perform claims avoidance and mitigation reviews and provide sequencing plans.
- Perform cradle-to-grave acquisition services, including:
  - Preparing procurement packages;
  - Evaluating technical proposals and contractor estimates;
  - Making awards; and
  - Administering contracts.
- Provide engineering during construction and construction management.
- Perform acceptance inspection for the Government of construction performed by other contractors.
- Manage physical system and contract interfaces.
- Manage transition and turnover.
- Establish an independent organization to perform construction acceptance inspection for MSC construction projects.

<u>Boundaries, Constraints and Interfaces:</u>

Boundaries and constraints:

- Acquisition support functions will be conducted on an as-needed basis via task orders; this service capability may not need to be sustained on a continuous basis.

Contractor interfaces: None.

C.2.5.3 Independent Assessment and Analysis

Background:

Given the ongoing need for enhanced credibility and specialized expertise, there is a need for independent assessments, verifications, and/or analyses to be performed on projects and mission-related work.

<u>Key Customers:</u>

- DOE-RL
- DOE-ORP

General Scope and Outcome:

The Contractor shall provide a capability for ensuring that work is being accomplished in accordance with ESH&Q requirements, to perform special DOE studies, and obtain recommendations on an as needed basis to resolve technical and regulatory issues.

The desired outcome is timely access to highly competent and capable specialists that are able to conduct thorough analyses and verification of project or mission-related work requirements, and provide sound recommendations for project and/or contractor improvements.

Detailed Scope:

The Contractor shall:

- Provide specialty technical expertise, on a task-order basis, for areas such as value engineering studies, project management, project controls, cost estimating and scheduling, ESH&Q compliance, verification of cleanup and radiological clearance, and conduct independent analyses and generate technical assessment reports as needed in these areas
- Provide technical support services, e.g., collection and analysis of field samples, as needed for the verification of compliance with specified ESH&Q requirements.

Boundaries, Constraints and Interfaces:

Boundaries and constraints:

- Other than internal standard business process (self) assessments, the MSC will not be tasked to perform "independent" assessments of the MSC, as these will be performed by a third party.
- The independent assessment function will only be conducted on an as-needed basis via task orders – this service capability may not need to be sustained on a continuous basis.

Contractor interfaces: None.

C.3 DESCRIPTION OF MISSION SUPPORT GENERAL PERFORMANCE REQUIREMENTS

The scope of this section includes project management; safety management, quality assurance, business administration and other general performance requirements. These are internal services which support other functional areas within the MSC; therefore, key customers are not listed. The Contractor shall develop, implement, and maintain the required plans and actions in accordance with the laws, regulations, and DOE directives applicable to each of the scope areas. The Contractor shall optimize these services through an integrated planning approach.

C.3.1 Project Management

Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work including development of project management plans, baselines, disciplined change control processes, and service level agreements.

Background:

Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work including development of project management plans, baselines, disciplined change control processes, and service level agreements.

Background:

The MSC is not a traditional project, but many project management practices and principles are applicable to assure effective and efficient delivery of products and services under this Contract. The application of project management principles shall be applied using a graded approach. Some activities, such as capital infrastructure reliability projects, require the implementation of rigorous project management techniques. DOE will continuously seek to improve performance under this Contract, and will seek effective Contractor project management and execution.

General Scope and Outcome:

The Contractor shall meet the requirements of CRD O 413.3B, Program and Project Management for the Acquisition of Capital Assets utilizing a graded approach.

The Contractor shall:

- Provide all management and technical information and support necessary;
- Enable DOE to meet the data requirements of the DOE Integrated Planning, Accountability and Budgeting System;
- Ensure transparency in project performance and efficiency in project execution;
- Support audits and evaluations; and
- Support other DOE performance assessment and information needs.

All management and technical information developed under his Contract shall be accessible electronically by the Government.

The desired outcome is predictable and consistent contractor performance aligned to customer needs conducted within annual and multi-year baselines.

Detailed Scope and Requirements:

C.3.1.1 Integration, Control, and the Earned Value Management System

The Critical Decision (CD) process described in CRD O 413.3B, *Program and Project Management for the Acquisition of Capital Assets* and is applied to individual projects (e.g., capital or line item projects) using a graded approach. The CD process is accomplished for other activities by successful execution of this Contract. DOE accomplishes CD-0 and CD-1 by issuing this solicitation. DOE accomplishes CD-2 and CD-3 by approval of key deliverables.

The Contractor shall prepare and submit for DOE approval a *Project Execution Plan (PEP*) consistent with a graded application of the PEP requirements in CRD O 413.3B. The PEP shall describe the approach for managing and controlling all activities necessary to execute this

Contract and shall focus on Contractor policies, methods, and approach to project integration of scope, schedule and cost information.

The Contractor shall provide, as an attachment to the PEP, a *Project Control System Description* for DOE approval that complies with the requirements of CRD O 413.3B *and American National Standards Institute (ANSI/ Electronic Industries Alliance (EIA) -748-B-2007, Earned Value Management Systems (EVMS).*

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

- The baseline development process and the hierarchy of documents that will be used to describe and maintain the MSC performance management baseline (PMB);
- The process the Contractor intends to use for earned value management, change control, configuration control, interface control, and document control;
- The organizational breakdown structure, including roles and responsibilities of each major organization and identification of key management personnel; and
- A list of project software the Contractor proposes to use for project control.

The Contractor shall comply with the requirements of the Section I Clause entitled, *FAR 52.234-4, Earned Value Management System,* and self-certify the EVMS against the ANSI standard. This self-certification should utilize a streamlined certification process that meets the intent of the EVMS guidelines (ANSI/EIA-748), provide documentation of conformity with this standard, and notification of any significant system changes. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions. For major or critical work the Contractor shall flowdown to each subcontractor the EVMS requirements for specific areas of Contract scope.

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

C.3.1.2 Scope, Schedule, and Cost Baseline

The Contractor shall develop and maintain a life-cycle integrated and traceable technical scope, schedule and cost baseline utilizing a "rolling wave" concept in which the upcoming fiscal year is addressed in detail and the following years in decreasing levels of detail. Life-cycle baseline information beyond the upcoming fiscal year and the succeeding years may be provided at a summary level of detail.

C.3.1.2.1 Contract Performance - Baseline

The CPB is a life-cycle integrated and traceable technical scope, schedule, and cost baseline that encompasses all activities to execute the requirements of this Contract. The CPB represents the overall MSC Estimated Contract Cost as shown in Section B, Subsection B.4, “Contract Cost and Contract Fee.” The CPB shall include the following:

- The following baseline documents shall be viewed collectively as the technical basis for the CPB:

- The Contract Statement of Work;
- Approved interface control documents;
- Work Breakdown Structure (WBS) dictionary sheets, with DOE approval required at the Contractor Control Level 3;

- Schedule at WBS level 4; and
- Time phased life-cycle cost estimate of the negotiated contract.

The CPB shall comply with the following requirements:

- The CPB scope, cost and schedule shall be linked through utilization of the WBS provided by DOE or as otherwise approved by DOE. The WBS shall encompass all activities required by this Contract and provide the basis for all project control system components, including estimating, scheduling, budgeting, and project performance reporting. Control accounts within the WBS shall be identified.
- The CPB schedule shall:
  - Include all significant external interfaces, all MSC TPA milestones and other regulatory and DNFSB commitments, and Government furnished equipment or information dependencies.
  - Be an integrated, logical network-based plan that correlates to the WBS, is vertically traceable to the EVMS control accounts, and successfully aligns the MSC schedule. The schedule shall be capable of summarizing from control accounts to higher WBS levels, and may also contain other discrete activities agreed to by DOE and MSA.
  - Level of Effort (LOE) activities shall be logic linked in the schedules for Infrastructure Reliability Projects. All other LOE activities will be included in the Cost Baseline, but will be excluded from the schedule.
- Any additional working level schedules deemed necessary by the Contractor shall be integrated with the CPB and able to provide earned value reporting in compliance with ANSI/EIA-748-B-2007, *Earned Value Management Systems (EVMS).*
- CPB cost estimate shall include project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, and management reserve.
- The method used to determine earned value shall be identified for each EVMS Work Package utilizing the “rolling wave” concept.
- The CPB shall be accessible by DOE via access to electronic files.
- If requested on an annual basis to support scheduling input into the DOE Integrated Planning, Accountability and Budgeting System, build a Primavera file that encompasses all direct funded work scope into a single Primavera file, and electronically import this Primavera “XER” file into the MSA Enterprise Project Structure node of the DOE Primavera database.

C.3.1.2.2 Performance Measurement Baseline

The PMB is a life-cycle integrated and traceable technical scope, schedule, and cost baseline that encompasses only the activities to execute the work scope requirements that are directly

funded from DOE to MSA, and being performed by MSA under this Contract. The PMB is a subset of the CPB that excludes MR, RFSs and UBS.

The PMB shall comply with; ANSI/EIA-748-B-2007 Earned Value Management Systems (EVMS), CRD Order 413.3B, Program and Project Management for the Acquisition of Capital Assets. The Contractor shall provide documentation from the EVMS self-certification for DOE to validate the Contractor's EVMS or an alternative performance management system, as described in the PEP.

C.3.1.2.3 Integrated Priority List

Based on the DOE scope direction, develop an execution year IPL, conforming to execution year funding levels against which future adjustments in scope or funding may be evaluated for impacts and creating a basis for documenting elements of contract scope that have been differently time-phased or eliminated or otherwise adjusted in the PMB as a result of these impacts.

In those instances where the IPL identifies elements of contract scope that have been differently time-phased, eliminated, adjusted, or otherwise differ from the CPB, the IPL will form the basis for subsequent contract direction to ensure continued alignment of the CPB and the integrity of the PMB and EVMS are maintained.

C.3.1.2.4 Baseline Submittal

The Contractor shall develop and submit an initial CPB for DOE approval. The baseline submittal shall include:

- WBS and WBS dictionary sheets at the contractor control level;
- Basis of estimate for each WBS element at the control account level 4; and
- Time-phased cost estimates and resource-loaded schedule at WBS level 4.

The WBS, WBS dictionary data, and the Basis of Estimate data shall be provided in either Microsoft Word© or Microsoft Access© format. Cost data shall be provided in Microsoft Access© or Excel© format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction© software unless agreed to otherwise by DOE.

Following initial submission, all baseline information shall be accessible to DOE through the Hanford Data Integrator or its online equivalent.

C.3.1.2.5 Baseline Control Process

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

The Contractor shall develop and submit for DOE approval, a *MSC Baseline Change Control Process* document, with change authorities consistent with the approved *Project Execution Plan* and CRD O 413.3B, *Program and Project Management for the Acquisition of Capital Assets*. The Contractor shall implement the *Project Baseline Change Control Process* with the CPB used as the reference for all baseline changes.

All baseline change information; including contract modifications, Baseline Change Request, change log and MR log shall be accessible to DOE through the Hanford Data Integrator or its online equivalent.

C.3.1.3 Performance Reporting

The Contractor shall submit a Monthly Performance Report representing the prior month's performance and transmit it to DOE by the last Tuesday of each month. In addition to the Monthly Performance Report, electronically update the MSA Enterprise Project Structure node of the DOE Primavera schedule database with the Primavera "XER" files for the baseline and current working schedule. The Monthly Performance Report shall be a written report that includes, but is not limited to, the following:

- Project manager narrative assessment.
- Significant accomplishments and progress towards completion of MSC goals and objectives.
- Major issues including actions required by the Contractor and DOE.
- Analysis of funds expenditure with fiscal year spend forecast projections.
- Evaluation of safety performance (including ISMS metrics and all recordable injuries, lost-time injuries, and near-misses).
- Evaluation of performance metrics for key services provided under this Contract.
- Evaluation of the condition of infrastructure and utilities, including facilities, equipment, and systems.
- Project Baseline Performance including:
  - EVMS information using the following OMB Contract Performance Report formats (DID-MGMT-81466):
    - Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure,
      - Format 1 data reported at WBS Level 3
    - Format 2, DD Form 2734/2, Mar 05, Organizational Categories,
    - Format 3, DD Form 2734/3, Mar 05, Baseline,
    - Format 4, DD Form 2734/4, Mar 05, Staffing, and
    - Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis;
  - Statused baseline schedule, which reflects progress against the baseline
  - Variance discussion(s), and potential issues related to significant milestones;
  - Contract estimates-to-complete; and
  - Change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve.
- Risk Assessment including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation.
- Actions required by DOE including GFS/I and DOE decisions.
- Business structure information to demonstrate ongoing compliance with the requirements of Section H Clause entitled, *Self-Performed Work*.

The Contractor shall participate in a monthly contract/project review with DOE and be prepared to address any of the information in the monthly report, as well as other information requested by DOE.

All required performance reporting information shall be accessible to DOE through the Hanford Data Integrator or its online equivalent. In addition, transmit an electronic copy of the Monthly Performance Report to the EM Office of Project Assessment at contractorsMPR@hq.doe.gov.

C.3.1.4 Risk Management

The Contractor shall implement a risk management process and submit a *Risk Management Plan* to DOE for approval. The *Risk Management Plan* shall be in compliance with CRD O 413.3B, *Program and Project Management for the Acquisition of Capital Assets*; and EM policy guidance, *Policies for Environmental Management Operating Project Performance Baselines, Contingency and Federal Risk Management Plans, and Configuration Control*, dated July 10, 2006.

The Risk Management Plan shall also specify:

- The use of probabilistic risk analysis using Monte Carlo simulation and identify when Monte Carlo simulations will be run,
- Probabilistic risk analysis with sufficient analytical information to establish cost and schedule confidence levels, and
- The recommended management reserve required to adequately address Contractor-controlled risk.

The Contractor shall utilize logic linked schedules compatible for use by DOE in conducting DOE project risk management assessments and analysis. The Contractors identified project risks shall be linked to the activities in the schedule.

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

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

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

C.3.1.5.1 Project Design

- Design Authority: The Contractor shall act as the design authority unless otherwise determined in accordance with CRD O 413.3B, with duties to include developing design solutions, preparing all design media and documentation, maintaining the design basis, and performing design reviews.
- Design Standards: The Contractor shall submit for DOE-RL approval a list of the standards to be used in the design of facilities and equipment. The Contractor shall ensure that the project's design meets all applicable standards, and that the list of applicable standards is maintained under configuration control. The Contractor shall integrate safety into the design process.
- Design Reviews: The Contractor shall conduct periodic design, constructability, and operability reviews. When directed by DOE-RL, the Contractor shall facilitate

independent DOE design reviews in support of the requirements of CRD O 413.3B, to demonstrate that the project will perform its intended functions and meets requirements. The Contractor shall provide the design at the end of the three (3) design stages (conceptual, preliminary and final), or as otherwise directed by DOE, for DOE review. The Contractor shall resolve any comments resulting from these reviews with DOE-RL.

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

C.3.1.5.2 Procurement, Construction, and Acceptance

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

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

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

The Contractor shall submit a *Purchasing System* for DOE-RL approval in accordance with the Section I Clause entitled, *FAR 52.244-2, Subcontracts*.

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

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

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

The Contractor shall prepare for DOE-RL review and approval an *As-built Program Description*. The as-built process and associated procedures shall identify:

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

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

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

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

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

C.3.2 Integrated Safety Management System

Background:

The Integrated Safety Management System (ISMS) includes a collection of procedures each Hanford Site contractor uses to control work and to integrate Environment, Safety, Health, and Quality (ESH&Q) into the work planning and execution processes.

General Scope and Outcome:

The Contractor shall develop and implement an ISMS that complies with the Section I Clause entitled, *DEAR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution.*

The desired outcome is an ISMS program that ensures all work is performed safely and in a compliant manner that assures the workers, public, and environment are protected from adverse consequences.

Detailed Scope and Requirements:

The Contractor shall:

- Develop and implement a single (contract) ISMS. Verification of the Contractor ISMS will be performed by DOE in accordance with DOE-HDBK-3027-99, *Integrated Safety Management Systems (ISMS) Verification, Team Leader's Handbook*
- Use the ISMS to systematically integrate safety into management and work practices at all levels so that missions are accomplished while protecting the worker, public, and environment.
- Develop the nuclear safety protocol(s). The protocol shall describe the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes/procedures for DOE approval prior to transition. The protocol shall be signed by the MSC and concurred in by the other affected contractor. Any new or future protocols or updates will be submitted to and approved by DOE. See Section H Clause entitled, *Hanford Site Services and Interface Requirements Matrix.*
- Submit the (Phase I) ISMS description to DOE for approval.
- Submit the (Phase II) ISMS Declaration of Readiness to DOE for approval.
- Until DOE approves the System, adapt and implement an existing DOE-RL-approved ISMS description.
- The ISMS description shall include an Environmental Management System (EMS) developed pursuant to CRD O 450.1A, (current version per Section J.2-8) *Environmental Protection Program* and 430.2B, *Departmental Energy Renewable Energy and Transportation Management*.
- Provide the planning and execution of the 2011 DOE Integrated Safety Management Champions' Workshop

Boundaries, Constraints and Interfaces:

None.

C.3.3 Radiation Protection

Background:

Contractors are required to protect individuals from ionizing radiation by implementing a Radiation Protection Program in accordance with 10 CFR 835, *Occupational Radiation Program*. Radiation protection includes radiation work permits and trained Radiation Control Technicians for projects on the Hanford Site.

General Scope and Outcome:

The Contractor shall be in compliance with 10 CFR 835 for all radiological work conducted.

The desired outcome is implementation of effective *As Low As Reasonably Achievable* (ALARA) processes, preventing skin contaminations or internal depositions and minimizing radiological exposures.

Detailed Scope and Requirements:

Before any radiological work may commence, the Contractor shall adapt an existing DOE-RL approved Radiation Protection Program. Within 60 days of Contract Notice to Proceed, the Contractor shall determine if it is cost effective to maintain its own Program or obtain the services from a Hanford Site contractor that has an approved Radiation Protection Program in place. If the Contractor develops its own Program, it shall be compliant with 10 CFR 835. Whether the Contractor develops its own Program or adapts another contractor's Radiation Protection Program, the Contractor shall obtain DOE approval for its documented approach.

The Contractor may make changes, additions, or updates to the adapted program without DOE-RL approval provided the changes do not decrease the effectiveness of the Radiation Protection Program and the Program continues to meet the requirements of the rule.

- The Contractor shall implement and maintain the approved program for the life of the Contract.

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None

Contractor interfaces include PNNL during the development of the MSC Radiation Protection Program (if the Contractor does develop a Radiation Protection Program), since PNNL provides dosimeter services, including dosimeter records, and radiation instrument services for the site.

C.3.4 Worker Safety and Health Management

Background:

Contractors are required to implement a worker safety and health program that reduces or prevents occupational injuries, illnesses, and accidental losses by providing workers with a safe and healthful workplace. Hanford Site contractors implement worker safety programs that comply with all applicable requirements, such as those required by 10 CFR 851, *Worker Safety and Health Program*. Implementation of these requirements in conjunction with a focus on safety and implementation of programs, such as the union safety program, ISMS, and VPP, have been effective in reducing the number of workplace injuries. DOE continues to implement new programs (e.g., Human Performance Improvement Initiative [HPI]), which further improve worker safety.

General Scope and Outcome:

The Contractor shall develop and implement a Worker Safety and Health Program that complies with 10 CFR 851.

The desired outcome of the Worker Safety and Health Management function is assurance that the workplace is free of recognized hazards, which may cause or have the potential to cause death or serious physical harm to the Hanford Site workers.

Detailed Scope and Requirements:

The Contractor shall develop (or adapt) and submit a Worker Safety and Health Program in accordance with 10 CFR 851 for DOE-RL review and approval

As applicable, the Contractor shall submit to DOE-RL a list of closure facility hazards within 90 days after identifying such hazards, if any. DOE-RL will either accept the closure facility hazard controls or direct additional actions to either achieve compliance or provide additional controls to protect the workers.

- The Contractor shall perform work in compliance with the approved Worker Safety and Health Program.

Boundaries, Constraints and Interfaces:

None

C.3.5 Quality Assurance

Background:

Contractors are required to implement quality assurance programs that provide confidence that quality is achieved. The Quality Assurance Program shall be implemented using a graded-approach, based on the relative importance of the activity, and the potential consequences of failure. There is a limited amount of safety software requiring stringent quality assurance controls in the scope of the Contract.

General Scope and Outcome:

Quality Assurance programs apply to all contract requirements and are not limited to environment, safety, and health functions. The Contractor shall develop and implement a QAP that complies with 10 CFR 830 Subpart A, *Nuclear Safety Management* and CRD O 414.1C, *Quality Assurance*.

The desired outcome is a Quality Assurance program that ensures that products and services provided or performed by the Contractor are of a high quality and meet or exceed stated requirements.

Detailed Scope and Requirements:

The Contractor shall adapt an existing DOE-RL-approved Quality Assurance Program as an interim Program until the Contractor's plan is approved and ready for implementation. The adapted program shall be approved by DOE-RL prior to the Contractor performing any work. The Contractor shall maintain the approved program for the life of the Contract. Where projects or programs have quality assurance requirements that are in addition to these base requirements, the requirements shall be addressed in the applicable sections of this Contract. The Contractor shall perform work in compliance with the Contractor-approved Quality Assurance Program.

Boundaries, Constraints and Interfaces:

None.

C.3.6 Beryllium

Background:

Hanford Site contractors are required to implement a Chronic Beryllium Disease Prevention Program (CBDPP) that minimizes the number of workers exposed or potentially exposed to beryllium, minimizes the number of opportunities for workers to be exposed to beryllium, and minimizes the disability and lost work time of workers due to chronic beryllium disease, beryllium sensitization and associated medical care. Facilities that the MSC will be assigned under this Contract have not previously been identified as suspect beryllium facilities; however, that does not mean the facility(ies) are free of beryllium. Since the Contractor may employ workers who have either been exposed or potentially exposed to beryllium at a DOE facility, the Contractor is required to have a CBDPP.

General Scope and Outcome:

The Contractor shall implement the Hanford Site CBDPP that complies with 10 CFR 850, *Chronic Beryllium Disease Prevention Program*. The Contractor shall implement an effective counseling and employee concerns program for employees who are either sensitized or have chronic beryllium disease.

The desired outcome is the implementation of a CBDPP that ensures no workers are exposed to an airborne concentration of beryllium greater than the permissible exposure level, and an effective counseling/concerns program that fully addresses and resolves all employee issues with regard to beryllium exposure.

Detailed Scope and Requirements:

The Contractor shall perform work in compliance with an approved CBDPP.

- Assist DOE-RL/ORP in the surveillance of Hanford Site contractors' implementation of the Hanford Site CBDPP. The Contractor shall provide services to DOE-RL/ORP to assist Federal resources in oversight activities, including the capability to obtain independent Beryllium (Be) samples.
- Assist DOE-RL/ORP in the development, coordination and integration of Corrective Action Plans to be developed in response to the DOE Office of Health, Safety and Security (HSS) inspection report, "Independent Oversight Inspection of the Hanford Site Chronic Beryllium Disease Prevention Program," dated June 2010.
- Develop and maintain a Master Corrective Action Schedule that tracks correctives actions assigned to Hanford Site contractors based on the HSS inspection report, "Independent Oversight Inspection of the Hanford Site Chronic Beryllium Disease Prevention Program," dated June 2010. Provide RL and an RL designated point of contact with weekly progress reports on assigned corrective actions. This progress report shall consist of an up-to-date schedule showing percent completion, and shall be provided to RL and the designated POC by close of business each Wednesday beginning after the date of receipt of this modification until all applicable actions in the CAP are completed and closure verification has been accomplished. Status meetings may also be scheduled by the RL Project Manager as necessary.
- Implement the corrective actions assigned to Mission Support Alliance, LLC in accordance with the DOE approved document entitled "Corrective Actions for Hanford

Site Chronic Beryllium Disease Prevention Program" developed in response to the DOE Office of Health, Safety and Security Beryllium Inspection Report.

- Issue a directive to all planning, industrial hygiene, and supervisory personnel stating that previously published lists of beryllium-contaminated or potentially contaminated buildings are not to be used as a basis for work planning without confirming current classifications and status with the contractor's beryllium program subject matter expert or designee (complete within 7 days).
- For characterization purposes, collect wipe samples from building/structure surfaces with no visibly accumulated dust in the locations where a bulk sample is collected. The bulk and wipe sample results shall be evaluated against the criteria as described in the Be Sampling Protocol document which is included as Attachment J-15 Beryllium.
- Investigate building/structure beryllium survey results which meet or exceed 0.1 ug/100 cm^2 for a wipe sample or 1 ppm for a bulk sample per NIOSH 7300 series methodology to identify the extent of potential beryllium contamination. The Independent Beryllium Oversight Team (IBOT) shall be notified within 1 working day of any results meeting or exceeding these levels. The area in which the potential beryllium contamination was detected shall be re-sampled within 3 working days, or an alternate time frame coordinated with the IBOT if required due to complexity of sampling, using the MARSSIM process as defined in the attached sampling protocol. The area may be considered beryllium free if the geometric mean of the sample results is less than 1 ppm or 0.1 ug/100 cm^2, and no sample results exceed 2 ppm or 0.2 ug/100 cm^2. This criteria does not apply to outdoor waste sites, which shall continue to comply with the current requirements of the site-wide CBDPP.
- Coordinate the collection of data necessary to support epidemiological studies as developed by AdvanceMed Hanford.
- Establish and maintain a centralized database for beryllium sampling and characterization data collected by Hanford Site contractors and provide an annual report to DOE-RL/ORP summarizing this data.
- Implement facility-specific posting recommendations contained in HSS beryllium (Be) assessment report, including posting/controlling buildings which are awaiting characterization sampling.
- Establish a Beryllium Health Advocate (BHA) program for beryllium affected workers on the Hanford Site. This program shall assist beryllium affected workers in working with on and off-site medical providers and with Hanford Site Contractors. The BHA will attend meetings of the Beryllium Awareness Group (BAG) and the Site Wide Chronic Beryllium Disease Prevention Program Committee to support these groups in obtaining documentation, conducting research and addressing issues. Additionally, the BHA will provide recommendations to DOE on improvements to the medical restriction/removal process, interfaces with the Hanford Site Workers' Compensation Claims Services contractor, beryllium counseling, etc.
  - Provide assistance to beryllium affected workers (i.e. workers who have been diagnosed as Beryllium sensitized, having Chronic Beryllium Disease, or any other medical condition related to beryllium) in navigating:
    - Workers' Compensation claims;
    - Energy Employees Occupational Illness Compensation Program Act (EEOICPA) claims, and;

  - Contractor HR policies and procedures that are applicable to the needs of beryllium affected workers, particularly travel policies and procedures for medical related trips.

  Assistance provided with respect to workers' compensation claims shall not be inconsistent with Contract clause H.12, Workers' Compensation. Assistance provided with respect to EEOICPA claims shall not be inconsistent with Contract clause H.13, Energy Employees Occupational Illness Compensation Program Act (EEOICPA).

- Provide assistance/information to the Hanford workforce about beryllium related medical services provided by AdvanceMed Hanford and other medical facilities, such as National Jewish Hospital in Denver, CO.
- Assist beryllium affected workers in obtaining exposure data and other historical/administrative data necessary to adjudicate workers' compensation or EEOICPA claims and providing that data to the Hanford Site Workers' Compensation Claims Services contractor (for workers' compensation claims) or the Department of Labor (for EEOICPA claims) through the workers' employers.

- Act as a liaison between contractor organizations, the workforce, specifically the Beryllium Awareness Group, and DOE to enhance communications and to help resolve issues using existing processes and procedures (e.g., the DOE Employee Concerns Program).
- Identify high interest beryllium topics and assist in developing communications on those topics.
- Assist Hanford Site contractors in encouraging workforce participation in site wide efforts related to beryllium (e.g., epidemiology studies, medical surveillance, historical beryllium activities on site).
- Increase worker awareness of the contents of the Hanford Site CBDPP and other sources of beryllium information.
- All supervisors, planners, and PICs who are involved with work activities involving a Beryllium Work Permit shall complete the existing Be worker training course (complete within 60 days).
- Provide administrative support for the Hanford Site CBDPP, beryllium web page, and site beryllium training. Provide logistics support to the BAG and CBDPP Implementing Committee.

<u>Boundaries, Constraints and Interfaces:</u>

- The Hanford Site Occupational Medicine Contractor is responsible for implementing portions of 10 CFR 850. Therefore, the MSC shall coordinate with the Occupational Medicine Contractor when implementing the Hanford Site CBDPP.
- The Hanford Site Workers' Compensation Claims Services contractor is responsible for processing workers' compensation claims of specified Hanford Site contractor and subcontractor employees in accordance with Revised Code of Washington, Title 51, the Washington Industrial Insurance Act. Therefore, the MSC, including the Beryllium Health Advocate, shall coordinate with the Hanford Site Workers' Compensation Claims Services contractor and the DOE-RL Hanford Site Workers' Compensation Program Manager when assisting beryllium affected workers with respect to their Hanford Site workers' compensation claims.
- The MSC, including the Beryllium Health Advocate, shall coordinate with the Hanford Site EEOICPA Program Manager when assisting beryllium affected workers with respect to their EEOICPA claims.

C.3.7 Event Reporting and Investigation

Background:

Timely collection, reporting, analysis and dissemination of information on environmental safety and health issues is necessary to ensure that DOE is kept fully informed about events that could adversely affect the health and safety of the public or the workers, the environment, the intended purpose of DOE facilities, or the credibility of DOE.

General Scope and Outcome:

The Contractor shall report all environmental, safety, and health events and information as required in CRD M 231.1-1A, *Environment, Safety, and Health Reporting*; CRD O 450.1A (Supp Rev 0), *Environmental Protection Program*; and DOE O 5400.5, *Radiation Protection of the Public and the Environment*.

The desired outcome is accurate and timely reporting of environmental, safety and health events.

Detailed Scope and Requirements:

The Contractor shall:

- Consolidate all information and serve as a single point of reporting to DOE for all environmental, safety, and health events and information.
- Support all Type A and Type B accident investigations for accidents on all self-performed and subcontracted levels of work performance, as required in CRD O 225.1A, *Accident Investigations*. The Contractor shall establish and maintain readiness to respond to an accident; respond to all accidents; mitigate potential accident consequences; assist in preserving, collecting, and processing information and evidence from the scene of the accident; and provide all necessary support required to investigate the accident and support an accident investigation board.
- Maintain an effective Lessons Learned Program to capture lessons learned from both internally and externally identified deficiencies and good practices. The Lessons Learned Program shall be rigorous and comprehensive such that the Contractor can demonstrate actions taken to address significant occurrences from both inside and outside of the DOE complex. Lessons learned information should be targeted and made available to the personnel in the Contractor's organization actually conducting the type of work involved and most able to benefit from the information.

Boundaries, Constraints and Interfaces:

None.

C.3.8 Work-For-Others

Background:

Work-for-Others is work performed for non-DOE entities.

General Scope and Outcome:

The Contractor may perform work for non-DOE entities including other U.S. government agencies on a fully reimbursable basis.

The desired outcome is to have a Work-for-Others program that leverages the resources and capabilities of the MSC to the benefit of the Government.

Detailed Scope and Requirements:

The Contractor shall conduct a Work for Others program, as approved by the Contracting Officer, and in accordance with Section I, Clauses entitled, *DEAR 970.2517-1, Work for Others Program, and DEAR 970.5232-6, Work for Others Funding Authorization*. The Contractor shall manage and execute the Work-For-Others Program on a non-interference basis with DOE work.

Boundaries, Constraints and Interfaces:

The boundaries and constraints include:

- Work-for-Others shall not be performed until DOE has approved the contractor's Work-For-Others Program. DOE shall also approve Work-For-Others proposals.

Contractor interfaces: None

C.3.9 Interface Management

Background:

By the nature of the workscope and contract structure at the Hanford Site, there are numerous interfaces that exist between the MSC, PRC, TOC, other Hanford Site contractors, and the DOE Offices. Under previous Hanford Site contracts, several of these interfaces were established through Interface Control Documents (ICDs) and MOA/MOU. These documents typically included costs, charging methods, and minimum performance levels. Achievement of project baselines depends on well managed physical and administrative interfaces.

General Scope and Outcome:

In cooperation with PRC, TOC, and other Hanford Site Contractors, the Contractor shall develop the *Hanford Site Interface Management Plan.* The Contractor shall obtain input from the PRC and TOC to establish interface management processes and controlling agreements that assure effective control of technical, administrative, and regulatory interfaces.

The desired outcome of the Interface Management function is a well defined and controlled set of interfaces between MSC, PRC, and TOC that prevents misunderstandings and impacts associated with service delivery.

Detailed Scope and Requirements:

In concert with TOC and PRC, the Contractor shall facilitate the development and maintenance of a *Hanford Site Interface Management Plan*.

The Plan shall provide the content for and processes to:

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

The Plan shall include:

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

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

The Contractor shall involve appropriate organizations and Hanford contractors in the integration, review and approval of interface requirements and changes.

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

<u>Boundaries, Constraints, and Interfaces:</u>

Boundaries and constraints:

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

Contractor interfaces: Include all Hanford Site contractors providing or receiving a service in accordance with the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*,

C.3.10 Transition

<u>Background:</u>

A transition period of 90 days will be established for transition of work from the existing Project Hanford Management Contract (PHMC) (Fluor Hanford, Inc.) to the MSC. The Contracting Officer may direct a change in the MSC transition period or may direct support to the transition of the TOC and PRC.

<u>General Scope and Outcome:</u>

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

The desired outcome is a smooth transition of workscope from the PHMC and other contractors to the MSC that avoids disruptions that could impact the accomplishment of the DOE mission.

Detailed Scope and Requirements:

Transition

During the *Transition Period,* the Contractor shall:

- Submit a *Transition Plan* for DOE approval.
- Perform a due diligence review to
  - Identify any material differences in the systems, structures, waste sites, property, and services described in the Section C, *Statement of Work,* Section J Attachments entitled, *Hanford Site Structures List* and *Hanford Waste Site Assignment List,* and/or as provided by other contractors, and actual conditions. The Contractor shall present a Statement of Material Differences.
  - Ensure that all transition activities are identified and completed during the *Transition Period.*
- Develop a protocol that describes the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes/procedures for DOE approval prior to transition. The protocol shall be signed by the MSC and concurred in by the other affected contractor. Any new or future protocols or updates will be submitted to and approved by DOE. The protocol will be recognized as part of the ISMS Description. See Section H Clause entitled, *Hanford Site Services and Interface Requirements Matrix*.
- Conduct an SAS initial survey in accordance with U.S. Department of Energy (DOE) Manual (M) Contractor Requirements Document (CRD) 470.4-1, *Safeguards and Security Program Planning and Management*.
- Create, maintain, and provide a single, integrated *MC&A Plan* for use by Hanford Site contractors performing MC&A activities. Prior to completion of *Transition* and start of *Base Period.*
- Develop a web site with Workers Compensation information and ensure that the web site is made available to employees.
- Conduct a Readiness Review for Completion of Transition Activities to complete transition.
- Support DOE in-process verification of Contract transition.
- Provide weekly written transition status reports.
- Establish routine status meetings with DOE and affected contractors to review transition activities and issues.
- Be accountable for all work performed under this Contract at the end of the *Transition Period.*
- Coordinate and cooperate with the TOC, PRC, and other Hanford Site contractors during transition of new contracts.

Transition Plan

The Contractor shall submit a *Transition Plan* for DOE approval that provides a description of all necessary transition activities, involved organizations, and integrated transition schedule that reflects activities by the incumbent and, as appropriate, DOE personnel. The objectives of the Plan are to minimize the impacts on continuity of operations, identify key issues, and overcome barriers to transition.

The Plan shall:

- Include a resume for each of the persons to fill the positions of the Director of Safeguards and Security, Chief of Hanford Patrol, Chief of Hanford Fire, and Fire Marshal.
- Address all other plans and activities specified within the Section C, *Statement of Work* that requires DOE approval prior to transition completion.
- Include draft *Transition Agreement(s)* in the *Transition Plan*, for transition activities to be completed immediately following Contract Notice to Proceed and the approach for transitioning any facilities, property and personnel having a delayed release to the Contractor.

Transition Agreement(s)

The Contractor shall:

- Coordinate directly with the other Hanford Site contractors to finalize the *Transition Agreement(s)* and complete transition of all ongoing work.
- Develop the inter-contractor ordering and financial agreements that are necessary to support transition and Contract performance, and is responsible for the costs incurred under these agreements.
- Submit a *Transition Agreement(s)* that includes the signatures of all Contractor transition parties for DOE approval.
- Develop the inter-contractor ordering and financial agreements that are necessary to support transition and Contract performance, and is responsible for the costs incurred or to be recovered under these agreements.

Boundaries, Constraints and Interfaces:

None.

C.3.11 Business Administration

Background

N/A

General Scope and Outcome:

The Contractor shall provide the management expertise, leadership, and business administration processes and systems to perform all Contract Section C, *Statement of Work* requirements safely, securely, efficiently, and in a cost-effective manner.

The Contractor shall provide all required business administration activities, including internal management, contract administration, and financial controls.

The desired outcome is cost-effective internal business administration that enables good business decisions; sufficient resources to manage the Contract activities; and a cooperative - and as appropriate, collaborative - working relationship with other Hanford Site contractors, stakeholders, and DOE.

Detailed Scope and Requirements:

The Contractor shall implement necessary business management and risk mitigation processes based on national standards, certified systems, and best business practices.

The Contractor shall determine the specific methods for accomplishing the business administration activities and be accountable for results and outcomes.

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None.

Contractor interfaces include DOE, other Hanford Site contractors, regulators and stakeholders, as necessary.

C.3.12 Legal Support

Background:

Legal services provide support for litigation, arbitration, environmental issues, procurement, employment, labor, the *Price-Anderson Amendments Act,* and all other legal issues associated with the performance of the Contract.

General Scope and Outcome:

The Contractor shall maintain a legal function to manage litigation risks associated with operations under the Contract and ensure that Contract services are performed within all applicable laws, regulations and contractual obligations.

The desired outcome is the provision of Legal Support services that ensure Contractor operations are fully compliant with all applicable laws, regulations and contractual obligations, and that also minimize litigation risks to the fullest extent practicable.

Detailed Scope and Requirements:

The Contractor shall:

- Provide legal advice to Contractor management and staff personnel, as needed, to comply with all applicable statutory, regulatory and contractual requirements.
- Develop and implement a *Legal Management Plan* that meets the requirements of 10 CFR 719, *Contractor Legal Management Requirements.*
- Control the risks associated with litigation (actual and potential litigation involving the Contractor as a party) in a manner that minimizes disruption to the performance of Contract services.

Boundaries, Constraints and Interfaces:

None.

C.3.13 Internal Audit

Background:

The Internal Audit function for this Contract is derived from Section I Clause entitled, *DEAR 970.5232-3, Alternate II, Accounts, Records and Inspection*. Satisfactory implementation includes performing audits in accordance with Generally Accepted Government Auditing Standards or the Internal Audit Standards.

General Scope and Outcome:

The Contractor shall provide internal audit activities in accordance with Section I Clause entitled, DEAR 970.5232-3 Alternate II, Accounts, Records and Inspection.

The desired outcome is an internal audit function that is fully compliant.

Detailed Scope and Requirements:

The Contractor shall conduct internal audits and examination of the records, operations, expenses, and the transactions with respect to costs claimed to be allowable under this Contract, at least annually. Additional audits shall be conducted as required. The results of such audits, including the working papers, shall be submitted or made available to the DOE-RL Contracting Officer. The Contractor shall include this requirement in all cost-reimbursement subcontracts with an estimated cost exceeding $5 million and expected to run for more than two (2) years, and any other cost-reimbursement subcontracts as determined by DOE.

The Contractor shall provide routine reports as required by DOE-RL, such as:

- Annual Audit Activities Report;
- Internal Audit Annual Plan;
- Internal Audit Reports; and
- Quarterly Internal Audit Status Report.

Boundaries, Constraints and Interfaces:

None.

C.3.14 Employee Concerns Program

Background:

CRD O 442.1A, (current version per Section J-2.8) *Department of Energy Employee Concerns Program,* requires that contractors establish and maintain an Employee Concerns Program (ECP). New Hanford Site contractors must take on existing concerns that remain unresolved at the close of Contract transition.

General Scope and Outcome:

The Contractor shall establish and maintain an Employee Concerns Program (ECP) that complies with CRD O 442.1A (current version per Section J-2.8), *Department of Energy Employee Concerns Program*.

The desired outcome is an ECP that effectively addresses, resolves, and prevents recurrence of employees' concerns.

Detailed Scope and Requirements:

The Contractor shall:

- Assume existing concerns unresolved at the close of Contract transition.
- Establish and maintain an effective and efficient ECP.
- Assist DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective operation of DOE-related activities under their jurisdiction.
- Ensure that employees and subcontractor employees are advised of their rights and responsibilities to report concerns relating to environment, safety, health or management of DOE-related activities, and to do so without any fear of harassment or reprisal.
- Cooperate with assessments used to verify that they have acted to minimize, correct or prevent recurrence of any situation that precipitated a valid concern.
- Evaluate and attempt to resolve employee concerns in a manner that is protective of the health and safety of employees and the public.
- Use alternate dispute resolution (ADR) techniques whenever appropriate.
- Conduct an annual self assessment to measure the effectiveness of the ECP and implement corrective actions, as necessary.
- Provide timely notification to DOE of any significant staff concerns or allegations of retaliation or harassment.
- Cooperate with DOE regarding any requests for documentation or information involving employee concerns.

Boundaries, Constraints and Interfaces:

Boundaries and constraints: None.

Contractor interfaces include DOE-RL, ORP, other site ECP managers, and/or other Federal agencies.

C.3.15 Traffic Management

Background

Traffic Management provides for the most efficient, cost-effective, energy-efficient and safe way to execute the movement of materials, including hazardous materials. Traffic Management provides multi-location shipment management, multi-carrier management (rates, service, destination, and origin), consolidations, carrier selection criteria, tracking of shipments,

Electronic Data Interchange/Extensible Markup Language/Web Services capabilities, invoice auditing, detention/demurrage processes, claims, automation of processes, and security.

General Scope and Outcome

The Contractor shall coordinate on-site and off site shipments, including hazardous materials; serve as the designated shipper; manage overnight small package delivery; manage export/ import/ services with U.S. Customs and freight rate negotiations with carriers; relocate household goods for personnel related to the work performed by the Contractor and their subcontractors under this Contract; Manage inbound and outbound freight including, but not limited to, less-than-truckload (LTL), truckload (TL), and Air.

The desired outcome is safe, compliant shipments of general frieght and hazardous material.

Detailed Scope and Requirements:

The Contractor shall:

- Serve as the Traffic Manager by coordinating on-site and off site shipments, including hazardous materials.
- Serve as the designated shipper.
- Manage overnight small package delivery.
- Manage export/import/services with U.S. Customs and freight rate negotiations with carriers.
- Manage inbound and outbound freight including, but not limited to, Less Than Truckload (LTL), Truchload (TL), and air.
- Use the DOE Automated Transportation Management System.
- Use the DOE Motor Carrier Evaluation Program for evaluating LTL and TL carriers that transport highway route controlled quantities of radioactive material, any TL quantities of radioactive material and any TL quantities of hazardous waste.
- Notify Energy Northwest seven (7) days in advance of any movement of "common" explosives over 1,800 pounds excluding small arms ammunitions or classified shipments within five (5) miles of Energy Northwest.
- Negotiate tenders with carriers and submit these tenders to DOE-RL.

Boundaries, Constraints, and Interfaces:

Boundaries and constraints: None

Contractor interfaces include other Hanford Site Contractor(s) to consolidate freight to achieve efficiencies.

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 WORKFORCE TRANSITION

(a) Incumbent Employees Hiring Preferences

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

(b) Employee Pay

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

H.2 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Background on Benefit Plans

(1) The Hanford Site Pension Plan (HSPP) is a multi-employer pension plan which includes three (3) separate benefit structures under the Plan: two (2) for bargaining unit employees and one (1) for non-bargaining unit employees (exempt and nonexempt). The HSPP covers eligible employees of certain U.S. Department of Energy (DOE) Hanford prime contractors and subcontractors. The HSPP is managed and administered by committees composed of representatives from each of the sponsoring employers.

(2) The Hanford Site Savings Plans (HSSPs) cover eligible employees of certain DOE Hanford prime contractors and subcontractors. The HSSPs includes three (3) separate plans: two (2) plans for bargaining unit employees and one (1) plan for non-bargaining unit employees (exempt and nonexempt). The HSSPs are managed and administered by committees composed of representatives from each of the sponsoring employers.

(3) The Hanford Employee Welfare Trust (HEWT) is a multiple employer welfare arrangement (MEWA). Health and welfare benefits are administered under the HEWT which contains provisions for a wide range of medical and insurance benefits for eligible Hanford workers of certain DOE Hanford prime contractors and subcontractors and their beneficiaries. The HEWT is managed and administered by the HEWT Committee, which is composed of representatives from each sponsoring employer.

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

(5) It is anticipated that Fluor Hanford, Inc. (FHI), under Contract No. DE-AC06-96RL13200, will assume responsibility for sponsorship, management, and administration of certain pension and other benefit plans that currently are maintained by Fluor Fernald, Inc. under Contract No. DE-AC24-01OH20115 (Legacy Plans).

(6) 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, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee for the purposes of this Contract.

(d) Human Resources Compensation Plan

The Contractor shall submit within 30 days of Transition start date 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.

(1) Within 30 days of Transition start date, 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.

(2)

(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:

(1) Comparison of average pay to market average pay.

(2) Information regarding surveys used for comparison.

(3) Aging factors used for escalating survey data and supporting information

(4) Projection of escalation in the market and supporting information.

(5) Information to support proposed structure adjustments, if any.

(6) Analysis to support special adjustments.

(7) 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).

(8) A discussion of the impact of budget and business constraints on the CIP amount.

(9) 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) <u>Pension and Other Benefit Programs</u>

(1) The Contractor shall become a sponsor of the pension and other benefit plans identified in paragraph (a), and shall be responsible for the management and administration of the Market-Based Plans and Legacy Plans identified in paragraphs (a)(4) and (5).

(2) The Legacy Plans shall be managed and administered separately from the HSPP, HSSP, HEWT, and Market-Based Plans in a manner so as to preserve the Legacy Plans' separate and distinct identities.

(3) Unless otherwise required by applicable law or approved by the Contracting Officer, no implementation of a benefit program and no amendment to any of the plans identified in paragraph (a) or underlying trust documents thereto shall result in allowable costs under this Contract.

(4) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans identified in paragraph (a) until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.

(5) Cost reimbursement for pension and other benefit plans identified in paragraph (a) sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved Ben-Val and an Employee Benefits Cost Study as described below.

(6) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in (i) and (ii) below. The studies shall be used by the Contractor 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.

(7) When net benefit value exceeds the comparator group by more than five (5) percent (%), the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived by the Contracting Officer.

(8) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than 5%, and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.

(9) Within two (2) years of approval of the Contractor's corrective action plan by the Contracting Officer, the Contractor shall implement corrective action plans to align employee benefit programs with the benefit value and per capita cost range or percent of payroll as approved by the Contracting Officer.

(10) The Contractor may not terminate any benefit plan during the term of the Contract without prior approval of the Contracting Officer in writing.

(11) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on the specific terms of the plans identified in paragraph (a), as amended. Unless required by Federal or State law, advance funding of PRBs is not allowable.

(12) All costs of administration shall be costs of each plan individually and allocated to participating plan sponsors. Costs of administration shall be directly billed to the plans and not charged by indirect allocation.

(13) The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the functions of the plans.

(14) The Contractor shall render all ordinary and normal administrative services and functions which may be reasonably required. The Contractor shall annually provide an itemization of costs incurred for plan administration for each plan to the Contracting Officer within 60 days of the end of each plan year.

(15) The Contractor shall manage Plan assets in a prudent manner. The Contractor shall develop and submit to the Contracting Officer an Investment Policy Statement for each plan that clearly defines investment return objectives and risk tolerances, and shall perform annual pension plan Investment Performance Self-Assessments. The Contractor performance self-assessments shall address investment objectives, development of the plans to achieve investment objectives, execution of the plans, performance monitoring, and appropriate corrective action planning and execution. The Contractor shall provide the Contracting Officer with a copy of each plan’s Investment Performance Self-Assessment.

(16) The Contractor shall comply with the Investment Policy Statements developed for the plans. Should the Contractor incur higher costs because the Contractor fails to comply with all or part of the established Investment Policy Statements provided to DOE, the additional costs incurred are unallowable.

(17) 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 (j)(8) below for Pension Management Plan requirements).

(18) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(19) 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.

(20)

(i) <u>Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs</u>

(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.

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

(A) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
(B) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
(C) 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;
(D) the Summary Plan Description; and,
(E) 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:

(A) 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.

(B) 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:

(i) 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).

(ii) 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:

(aa) The type of benefit restriction that will take place,
(bb) 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
(cc) The amount of money that would need to be contributed to the pension plan to avoid legally required benefit restrictions.

(iii) 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:

(aa) Strategy for achieving and maintaining fully-funded status of the plan(s)
(bb) Investment policy statement for the plan, with any recent updates
(cc) Results of recent asset liability studies (required to be preformed every 3 years or after a significant event) including rational for maintaining current asset allocation strategy
(dd) Comparison of budget projections submitted to the Department to actual contributions
(ee) Any recent reports, findings, or recommendations provided by plan's investment consultant.
(ff) Actuarial experience studies to set the plan's actuarial assumptions (required to be performed every 3-5 years)

(iv) 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

(1) 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.

(2) 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:

(1) No further benefits for service shall accrue.

(2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

(3) 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.

(4) Assets shall be determined using the "accrual-basis market value" on the date of termination of operations.

(5) 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

(1) 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.
(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

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

(1) The Contractor shall offer a market-based package of retirement and medical benefits competitive for the industry to individuals who are not Incumbent Employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a separate line of business pursuant to Internal Revenue Code (IRC) 410 and 414 for the purpose of maintaining the Federal tax qualification of pension covering the Contractor's employees.

(2) The Contractor shall ensure that DOE receives copies of all annual reports, actuarial reports, applicable FAS data, and other reports as required by the Contracting Officer for eligible employees with respect to this Contract.

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

(m) Reporting for Legacy Plans

The Contractor shall ensure that DOE receives copies of all annual reports, actuarial reports, submissions of FAS 87 and 106 data, as applicable, and other reports, as required by the Contracting Officer.

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

(a) If this Contract expires or terminates and the U.S. Department of Energy (DOE) has awarded a contract under which the new contractor becomes a sponsor of the Hanford Site Pension Plan (HSPP), Hanford Site Savings Plan (HSSP), Hanford Employee Welfare Trust (HEWT), Market-Based Plans and Legacy Plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, and becomes responsible for management, and administration of the Market-Based Plans and Legacy Plans, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans as appropriate and consistent with direction from the Contracting Officer.

(b) If this Contract expires or terminates without a contract with a new contractor under which the new contractor becomes a sponsor of the HSPP, HSSP, HEWT, Market-Based Plans and Legacy Plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, and becomes responsible for management and administration of the Market-Based Plans and Legacy Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor’s obligations regarding all of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract at the time of Contract Completion:

(1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, the Contractor shall remain the sponsor of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, in accordance with applicable legal requirements.

(2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee*

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

H.4 NO THIRD PARTY BENEFICIARIES

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

H.5 OVERTIME CONTROL PLAN

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

H.6 LABOR RELATIONS

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

(b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision there to and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any

collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.

(c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1 and DEAR Subpart 970.2201 and all applicable Federal and state labor relations laws.

(d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required by the Contracting Officer.

H.7 COLLECTIVE BARGAINING AGREEMENTS

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

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

(a) DOE and the Contractor shall agree to those subcontractors that will be subject to the requirements to provide pension and other benefits for Incumbent Employees as defined in paragraph (b) 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.

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 S*ervice Contract Act* are located at:

http://www.wdol.gov

H.11 WORKFORCE RESTRUCTURING

(a) 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*.

(b) The requirements of H.11(a) apply to the following MSA pre-selected subcontractors: Dade Moeller & Associates Hanford; HPM Corporation-MSA; RJ Lee Group Inc-MSA;

PSI-Hanford, Inc; Westech International MSA LLC; Akima Hanford Services LLC; Abadan Hanford LLC; Vivid Learning Systems, Inc; Innovations Group, Inc; Test America Laboratories, Inc; Longnecker & Associates; and CSC Hanford LLC. The following pre-selected subcontractor: Lockheed Martin Services, Inc (or its successors) is excepted from the requirements of H.11(a) but is subject to the following: 1) The Contractor will provide DOE with a ten-working day advance notification for all future restructuring actions prior to announcement and/or implementation; and 2) Any costs incurred in anticipation of, or the defense of, claims associated with subcontractor layoffs including the costs of litigation, settlements, and adverse judgments, are unallowable. Notwithstanding the foregoing, severance is allowable for eligible employees in accordance with the *Hanford Site Severance Pay Plan.*

H.12 WORKERS' COMPENSATION

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

(a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.

(b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.

(c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.

(d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.

(e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.

(f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.

(g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.

(h) Time-loss compensation shall be paid to injured workers in accordance with the RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.

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

(j) 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.

(k) 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.

(l) 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.

(m) The Contractor shall ensure all employees receive training and have a clear understanding of the workers' compensation process.

(n) 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.

(o) 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.

(p) The Contractor shall submit ad hoc reports and other information as required by DOE.

(q) The Contractor shall provide briefings to DOE as requested.

(r) 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.

(s) 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.

(t) 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 Offeror's Key Personnel Team shall consist of, at a minimum, the position of Project Manager, the position(s) associated with management of the five functional areas (Safety, Security, and Environment; Site Infrastructure and Utilities; Site Business Management; Information Resources and Content Management; and Portfolio Management) contained in Section C, *Statement of Work* and any other persons included in paragraph (f) below. The Key Person associated with the five functional areas shall be in a direct-reporting relationship with the Project Manager. The Contracting Officer and designated Contracting Officer Representative(s) shall have direct access to the Key Personnel. In addition to the definition contained in the Section I Clause entitled, *DEAR 952.231-71, Insurance—Litigation and Claims*, Key Persons 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
Mr. J. Frank Armijo	MSA President/General Manager
Mr. David Ruscitto	Chief Operations Officer
Mr. Paul Kruger	Vice President of Safety, Health, Quality, & Training
Mr. Craig W. Walton	Vice President of Emergency Services
Mr. Michael Wilson	Vice President of Site Infrastructure & Logistics
Ms. Lori Fritz	Vice President of Energy and Environmental Services
Mr. Todd Eckman	Vice President of Information Management
Mr. Steve Young	Vice President of Portfolio Management

H.16 SAFETY AND SECURITY KEY PERSONNEL

(a) Introduction.

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

(b) Safety and Security Key Personnel Requirements.

As part of Transition, the Contractor shall provide a *Transition Plan* that includes the resumes for proposed persons to fill the positions of the Director of Safeguards and Security, Chief of Hanford Patrol, Chief of Hanford Fire, and Fire Marshal. DOE will review the proposed persons in the *Transition Plan*, and upon DOE approval of the *Transition Plan*, the proposed persons will be designated as Safety and Security Key Personnel. In addition to the definition contained in the Section I Clause entitled, *DEAR 952.231-71, Insurance—Litigation and Claims*, Safety and Security Key Personnel are considered managerial personnel. The Contracting Officer and designated Contracting Officer Representative(s) shall have direct access to the Key Personnel.

(c) Definitions

(1) For the purposes of this Clause, *Changes to Safety and Security Key Personnel* is defined as:

(i) Any change to the position assignment of a current Safety and Security Key Person under the Contract, except for a person who acts for short periods of time, in the place of a Safety and Security 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 Safety and Security Key Person for assignment to the Contract; or

(iii) Assigning a current Safety and Security 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 Safety and Security Key Personnel*.

(d) Requirements for Contractor Changes to Safety and Security 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 Safety and Security Key Personnel.

(2) The Contractor shall not make a change in Safety and Security Key Personnel without prior written approval of the Contracting Officer.

(3) No Safety and Security Key Person position shall remain vacant for a period more than 30 days following Contracting Officer approval of a change in Safety and Security Key Personnel.

(4) Approval of changes to Safety and Security Key Personnel is at the unilateral discretion of the Contracting Officer.

(5) The requirements of this paragraph (d) do not apply to the event described in paragraph (f).

(e) Contract Fee Reductions for Changes to Safety and Security Key Personnel

(1) Notwithstanding approval by the Contracting Officer, any time a Safety and Security Key Person (any initial Safety and Security Key Person or any substitution approved by the Contracting Officer) are 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 Safety and Security Key Person. A change to a Safety and Security Key Person beyond the Contractor's control shall not result in a permanent reduction of fee under this subsection.

(2) 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) Removal of Safety and Security Key Personnel

At the unilateral discretion of the U.S. Department of Energy (DOE), the Contracting Officer may direct immediate removal of any or all Safety and Security Key Personnel from their respective position(s). In event of removal, the Contractor shall immediately appoint an interim person and obtain concurrent approval by the Contracting Officer. Within six (6) months of the removal, the Contractor shall propose a new person and request written approval from the Contracting Officer.

(g) Safety and Security Key Personnel for this Contract

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

Name	Position
Craig W. Walton	Vice President of Emergency Services & Director of Safeguards and Security
Monty Giulio	Chief of Hanford Patrol
Jeff Hawkins	Chief of Hanford Fire
Richard J. Kobelski	Fire Marshal

H.17 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.18 STOP-WORK AND SHUTDOWN AUTHORIZATION

(a) <u>Definitions:</u>

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:

    a. meets the requirement of 10 CFR 851.20, *Management responsibilities and worker rights and responsibilities*

    b. at a minimum uses the Stop Work Criteria defined in Section H.17 (a) for when a Contractor Stop Work Action is required; and

    c. meets the tenets of the "Stop Work Policy."

2. Upon initiating a Contractor Stop Work Action the contractor shall:

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

    b. place the area, activity, facility, etc. into a safe condition;

    c. notify the DOE Facility Representative if the Contractor's Stop Work Action meets the Stop Work Criteria defined in Section H.17 (a), or notification of facility management is required for the issue;

    d. determine actions necessary to address the unsafe condition;

    e. restart work only after the unsafe condition is mitigated.

(e) Stop Work Policy.

The following represent the site's Stop Work Policy:

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

1. Conditions exist that pose a danger to the health and safety of workers or the public; 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.19 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.20 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 Permitee, 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.21 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 60 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 25% 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.22 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.23 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 example or 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.24 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.25 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.26 LITIGATION SUPPORT

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.27 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.28 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE

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

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

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

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

H.29 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*.

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

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

H.30 RESPONSIBLE CORPORATE OFFICIAL

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

Name: Thomas Grumbly

Position: Vice President, Civil & Homeland Security, Washington Operations

Company/Organization: Lockheed Martin Integrated Technology, LLC.

Address: 2121 Crystal Drive, Suite 100

Phone: 703-413-5910 Facsimile: 703-413-5565

Email: thomas.p.grumbly@lmco.com

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

H.31 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 Transition start 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.32 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.33 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.34 SEPARATE CORPORATE ENTITY

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

H.35 PERFORMANCE GUARANTEE AGREEMENT

The Contractor or the Contractor's parent organization(s) has (have) provided a Performance *Guarantee Agreement* in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of unearned provisional fee, will be satisfactorily fulfilled. The *Performance Guarantee Agreement dated May 9, 2008,* is incorporated herein by reference and included as Contract Section J Attachment, entitled, *Performance Guarantee Agreement*.

H.36 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.37 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.38 INFORMATION

(a) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities for the Hanford Site systems identified in the Section C, *Statement of Work* 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.39 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.40 RESERVED

H.41 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.42 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.43 ORGANIZATIONAL CONFLICT OF INTEREST BETWEEN HANFORD SITE CONTRACTS

Performance of the Mission Support Contract (MSC) will be limited throughout the Contract period of performance to a Contractor that is not concurrently performing the River Corridor Closure Contract (RCCC), Waste Treatment and Immobilization Plant (WTP) contract, Plateau Remediation Contract (PRC), and Tank Operations Contract (TOC).

This Contract limitation applies to any teaming member(s) as described in FAR Subpart 9.6, *Contractor Team Arrangements* pre-selected subcontractor(s), parent companies or affiliates of the teaming member(s), or pre-selected contractor(s), concurrently performing the RCCC, WTP contract, PRC, or TOC.

This Contract requirement may be waived at the unilateral discretion of an individual with delegated authority, but at no lower level than the Head of Contracting Activity, as described in FAR Subpart 9.5, *Organizational and Consultant Conflicts of Interest.*

Upon submission of a conflict of interest mitigation plan to the Contracting Officer, the Contracting Officer shall consider the extent to which the conflict has been sufficiently mitigated and issue appropriate direction.

H.44 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 Mission Support Contractor (MSC) shall develop, in conjunction with the Tank Operations Contractor (TOC) and Plateau Remediation Contractor (PRC), 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 establish a protocol with each Hanford Site contractor identified in the Section J Attachment entitled, *Hanford Site Service and Interface Requirements Matrix*; this protocol shall establish the basis to perform MSC work scope within a nuclear facility, or perform work scope that affects the safety basis of a nuclear facility, that is operated by the Hanford Site contractor with responsibility for the nuclear facility. The protocol shall describe the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes/procedures for DOE approval prior to transition. The protocol shall be signed by the MSC and concurred in by the other affected contractor. Any new or future protocols or updates will be submitted to and approved by DOE. The protocol will be recognized as part of the ISMS Description. The Contractor shall comply with all facility safety authorization basis and nuclear safety requirements that are established by the Hanford Site contractor responsible for the nuclear facility. The Contractor shall flow down to each subcontractor (in accordance with the Section I Clause entitled, DEAR 970.5223-1, *Integration of Environment, Safety and Health Into Work Planning and Execution*), the protocol to comply with all facility safety authorization basis and nuclear safety requirements that are established by the contractor responsible for the nuclear facility.

(h) Updates to the Matrix

In cooperation with PRC and TOC, the MSC shall annually update the Matrix and provide it to DOE through the annual *Infrastructure and Services Alignment Plan* (ISAP) revision and Matrix update process. MSC shall solicit input from Hanford Site contractors/users for the ISAP, including projection of need for services and proposed performance metrics/controlling agreements for the service provider. Other Hanford Site contractors/users are included to inform MSC/PRC/TOC of their complete obligation. The Matrix updates shall be signed, showing concurrence, by MSC, PRC, and TOC.

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. 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.45 RESERVED

H.46 CONTRACTOR INVESTMENT COMMITMENTS

The contractor agrees to invest $11,000,000 over the pre-award phase and ten-year contract period of performance in the projects identified in the table (Figure 1-1) in this clause at no cost to DOE-RL. The time phasing of the investments is subject to the requirements of each project, and the cost shall be incurred as required to complete each project. DOE-RL recognizes that changes may occur during the course of the contract that may require the reallocation of funding among individual projects, but the Contractor shall incur the cost for these projects. The Contractor shall provide annual reports of activities and actual costs incurred against the planned expenditure for each project to the Contracting Officer.
Figure 1-1, which is incorporated into this contract, is the list of investment projects identified by the Contractor in its proposal dated July 16, 2007, and which have not been identified elsewhere in this contract as a contractual requirement. The Contractor is committed to meet the stated objectives as

part of contract compliance, subject to the $11M investment ceiling. The extent to which the Contractor is able to achieve success in the execution and completion of the investment projects shall be considered by DOE in any determination to exercise the Options provided for in Section B of this contract. DOE is authorized to off-set the value of any incomplete investment projects for which the Contractor does not spend its obligated amount from otherwise payable cost and fee in the event of non-delivery. If funds remain available during the term of the contract, the Contractor may identify and recommend additional investment projects. Selection of investment projects will be based on the potential benefits to the Hanford mission and priorities, and in consultation with DOE.

MSA Investment Commitments	Benefit	Estimated Timeframe	Estimated Value
PRE-AWARD, JUMP START			
We conduct pre-award ***Jump Start*** activities to plan and develop key enablers and tools, finalize the Transition Plan, and prepare early draft plan deliverables.	Accelerated, seamless Transition and Contract Start at minimal-risk.	***Pre-Award***	***$1.0M***
MSC PROJECT LIFE CYLE INVESTMENTS			
We implement ***Voice Over Internet Protocol (VoIP)*** combining telephone and network systems providing cost savings through the life of the contract.	DOE saves $35 million dollars over the life of the contract, avoids capital costs, with improved performance and efficiency.	**Base Period**	**$2.0M**
We deploy the ***Mission Support Integration Center (MSIC)***, a modern, fully digital, decision support center for MSC planning, scheduling, and monitoring as well as support for quick reaction Portfolio Management activities where a separate facility is required.	Central ***Integration Point*** for DOE, MSC, and Site customers/stakeholders to facilitate planning and control of project activities and resolve issues real time. Provides modern systems and tools to optimize problem setup and DOE decision making.	**Base Period**	**$1.0M**
We invest in ***college internships***, ***scholarships,*** and building local ***science and technology educational programs*** with local K-12 and colleges.	Investment in the future workforce and economic diversification of the economy while providing valuable experience in related fields.	**Base Period** **1st Option Period** **2nd Option Period**	**$1.0M**
We fund ***HAMMER business development*** resources to attract additional customer contracts to the facility	Reduces dependency on EM funding – HAMMER becomes self-sustaining.	**Base Period** **1st Option Period** **2nd Option Period**	**$0.6M**
We implement and deploy a ***Mission Optimization Center*** during Transition.	Proving ground for re-engineering business processes, evaluating innovative ideas, building and pilot testing proof-of-concepts, and supporting training activities.	**Base Period**	**$0.5M**
We offer ***jobs for qualified displaced workers*** with our parent companies.	Provides soft landing for displaced workers and promotes goodwill in the local communities.	**Base Period**	**$0.5M**
We provide access to ***parent company training programs*** such as LM21 Operating Excellence and conduct Kaizen/Six Sigma (continuous improvement) events and training for Site contractors and DOE.	Staff Development provides additional opportunities for MSC operational efficiencies and offers MSA Best Practices for Site contractors and DOE; tangible benefits to the Site in productivity, cost savings, or cost avoidance.	**Base Period** **1st Option Period** **2nd Option Period**	**$0.5M**
We deploy a single integrated state-of-the-art ***Mission Service Desk*** for centralized 24x7x365 support to Site contractors and DOE for customer calls and electronic requests.	Provides a single support desk for MSC services to improve response times, measure time to resolution, and track all services at a lower cost of operations.	**Base Period**	**$0.4M**
We install ***portable HAMMER classrooms*** to support Site-wide ***Mobile Training Teams*** that provide training resources at Site contractor locations.	Extends HAMMER resources into the Site meeting training needs where and when required, lowers training costs, and promotes worker safety.	**Base Period**	**$0.2M**
We ***modernize Emergency Operations Center***	Improve the technology of the EOC	**Base Period**	**$0.2M**

MSA Investment Commitments	Benefit	Estimated Timeframe	Estimated Value
PRE-AWARD, JUMP START			
technology.	without capital or operating expenses to DOE.		
We make ***WSI's Senior Fire Chief*** available to work on ***safety planning for SNM transport.***	Subject Matter Expert available for 18 months to assist in reducing risk during SNM transport.	**Base Period**	**$0.1M**
DISCRETIONARY RESERVE – to be defined by MSA and approved by LLC Members Committee over the life of the contract.	Allocated in collaboration between DOE and MSA to address new initiatives/technologies that improve efficiency/performance, and/or reduce cost.	**Base Period** **1st Option Period** **2nd Option Period**	**$3.0M**
		TOTAL MSA INVESTMENT	**$11.0M**

H.47 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Feb 2009)

Preamble:

The ARRA terms and conditions in this contract will apply only to work performed with ARRA funds received from other site prime contractors through service agreements. All reporting requirements identified shall be reported through prime contractors, and not directly to DOE-RL.

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. The contractor shall also flow down requirements to any site service provider required to provide services to support Recovery Act work through appropriate controlling agreements, as described in clause H.44, *Hanford Site Services and Interface Requirements Matrix*.

(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.

(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.48 RESERVED

H.49 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.50 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.51 SHIPMENT NOTIFICATION

(a) The Contractor and /or Subcontractors shall notify Energy Northwest seven (7) days in advance (1) of any movement of "common" explosives over 1,800 pounds excluding small arms ammunitions or classified shipments within five (5) miles of Energy Northwest and/or, (2) of any railroad shipment from/to Hanford north of the rail spur to the Fast Flux Test Facility.

(b) For EM radioactive material/waste shipments by motor carrier and/or rail, the additional security measures described below shall be implemented. Documentation that the security measures were performed shall be maintained with the shipping papers.

(1) Additional Security Measures to be Implemented for Motor Carriers transporting Radioactive Material/Waste Shipments:

(i) Verify and document that site security plans require drivers entering the faculty for loading/unloading of shipments to sign in at the security gate and be escorted to the loading/unloading location unless a security badge has been issued.
(ii) Verify and document the name of the drivers, who will be entering DOE facilities to pick up shipments to be used for commercial shipments, are on the list provided by the motor carrier.
(iii) Verify and document the motor carriers to be used have provided documentation that all drivers meet the personal security requirements addressed in the U.S. Department of Transportation's (DOT) Security Sensitive Visits.
(iv) Obtain copies of documentation from the carriers that all drivers are citizens of the United State
(v) Verify the drivers have a Commercial Driver's License, with proper hazardous materials endorsements, and attach a copy to the shipment documentation to be kept on file for each shipment.
(vi) Verify and document the carriers utilize satellite tracking and/or maintains cellular telephone contact with the driver, including the requirement that the driver must contact carrier dispatch at regular intervals.
(vii) Require security staff to perform and document per-loading equipment inspections to avoid explosive and other devices as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), *Security Conditions*.

NOTE: DOE Notice, Measure 18. Implement screening procedures for other deliveries at designated inspection points to identify explosives

and incendiary devices. Use K-9 teams for inspections, when available. Instruct site personnel to report suspicious packages to Security and refrain from handling them until cleared by appropriate authority.

(iv) Provide the drivers a briefing and a copy of written instructions regarding en route shipment security measures to be taken. Ensure the drivers can read and understand the instructions provided and have the driver sign a copy of the instructions. Attach signed and dated copy of the instructions to the shipment documentation to be kept on file.

(v) Request consignee notification of receipt of shipments.

(2) Additional Security Measures to be Implemented for Rail Carriers transporting Radioactive Material/Waste Shipments

(i) Obtain a copy of the rail carrier's security plan. Ensure the plan identifies communications links, frequency of communication, and points of contact information for security-related emergencies.

(ii) Implement a mechanism to be notified by the carrier should cars/train encounter any unexpected occurrences en route. Ensure the rail carrier has access to the information.

(iii) Require security staff to perform and document pre-loading equipment inspections to avoid explosive and other as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), *Security Conditions*.

NOTE: DOE Notice, Measure 18. Implement screening procedures for other deliveries at designated inspection points to identify explosives and incendiary devices. Use K-9 teams for inspections, when available. Instruct site personnel to report suspicious packages to Security and refrain from handling them until cleared by appropriate authority.

(iv) Verify and document the rail carrier has a communication system (through central dispatch consignee notification of arrival cars/trains.

(v) Request consignee notification of arrival of cars/trains.

H.52 EM-SPECIFIC SUSTAINABILITY INTERIM CLAUSE TO IMPLEMENT EISA 2007 AND EXECUTIVE ORDER 13514

Contractor is responsible for the management and operation of the Department of Energy's facilities, fleets and conduct of mission operations at the Hanford Site. In accordance with the Energy Independence and Security Act of 2007 (EISA 2001) and Executive Order 13514 Federal leadership in Environmental, Energy, and Economic Performance (10/5/2009) the contractor shall:

(a) Assist the Department through direct participation and other support in achieving the Department's scope 1, 2, and 3 greenhouse gas emission reduction goals and other goals and objectives contained in Executive Order 13514.

(b) Report annually a comprehensive inventory of absolute greenhouse gas emissions, including specified scope 3 emissions, as directed by the Contracting Officer. Develop and implement internal policies to calculate and track greenhouse gas emissions following federal guidelines.

(c) Implement the *Technical Guidance on Implementing the Stormwater Runoff Requirements for Federal Projects under Section 438 of the Energy Independence and Security Act* issued by the Environmental Protection Agency.

(d) Use low-GHG-emitting vehicles, optimize number of vehicles in fleet and follow DOE fleet guidance as provided by the Contracting Officer.

(e) Assist the Department in meeting the pollution prevention and waste diversion goals of E.O. 13514 through source reduction and, as supported by cost-benefit analysis, diverting from disposal non-hazardous solid wastes and construction and demolition materials and debris.

(f) Assist the department in meeting its high performance sustainable building design, construction, operation and management, maintenance, and deconstruction goals as provided in E.O. 13514.
   1) Pursue cost-effective, innovative strategies, such as highly reflective and vegetated roofs, to minimize consumption of energy, water, and materials and to contribute to the efforts to bring facilities into compliance with the federal guiding principles for high performance buildings;
   2) Manage existing building systems to reduce the consumption of energy, water, and materials, and identify alternatives to renovation that reduce existing assets' deferred maintenance costs;
   3) Identify opportunities to consolidate and dispose of existing assets, optimize the performance of the Department's real-property portfolio, and reduce associated environmental impacts.

(g) Assist the Department in ensuring that new federal buildings and federal buildings undergoing major renovations reduce their fossil fuel-generated energy consumption (baseline 2003) by 55% (2010), 65% (2015), 80% (2020, 90% (2025), and 100% (2030).

(h) Ensure major replacements of installed equipment, renovation, or expansion of existing space employ the most energy efficient designs, systems, equipment, and controls that are life-cycle cost effective. And ensure such activities contribute to compliance with federal guiding principles for high performance buildings.

(i) As directed by the contracting officer, designate a facility energy manager and complete energy and water evaluations every 4 years for each facility. Ensure that facility energy

managers commission equipment and establish O&M plans for measuring, verifying, and reporting energy and water savings.

(j) Assist the department in advancing sustainable acquisition for products and services as outlined in E.O. 13514.
   1) Promote electronics stewardship.
   2) Establish and implement policies to enable power management, duplex printing, and other energy-efficient or environmentally preferable features on all eligible agency electronic products;
   3) Employ environmentally sounds practices with respect to the agency's disposition of all agency excess or surplus electronic products;
   4) Implement best management practices for energy-efficient management of servers and federal data centers;

(k) Assist the Department to sustain environmental management by:
   1) Continuing implementation of formal environmental management systems at all appropriate organizational levels; and
   2) Ensuring these formal systems are appropriately implemented and maintained to achieve the performance necessary to meet the goals of E.O. 13514.

H.53 NNSA/EM STRATEGIC SOURCING PARTNERSHIP

The contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. 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 for the Government.

H.54 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 within conference expenses. See 41 CFR 301-74.2. Conference expenses should be net of any fees or revenue received by the agency or contractor through the conference.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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

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

https://www.acquisition.gov/far/index.html
http://professionals.pr.doe.gov/
http://farsite.hill.af.mil/

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (Jul 2004) as modified by DEAR 952.202-1 (Mar 2002)	None
I.3	FAR 52.203-3	Gratuities (Apr 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (Oct 2010)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Oct 2010)	None
I.10	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	None
I.11	FAR 52.204-7	Central Contractor Registration (Jul 2006)	None
I.12	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Sept 2007)	None
I.13	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Jul 2004)	None
I.14	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Sept 2006)	None
I.15	FAR 52.215-2	Audit and Records – Negotiation (Oct 2010)	None
I.16	FAR 52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	None
I.17	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 2010)	None
I.18	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 2010)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.19	FAR 52.215-14	Integrity of Unit Prices (Oct 2010)	None
I.20	FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	None
I.21	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	None
I.22	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	None
I.23	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) (*see full text version in Section I*)	None
I.24	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct 2010) Alternate III (Oct 1997)	None
I.25	FAR 52.217-8	Option to Extend Services (Nov 1999)	180 to 30 days prior to the expiration date of this Contract
I.26	FAR 52.217-9	Option to Extend the Term of the Contract (Mar 2000)	(a) 180 days prior to the expiration date of this Contract 60 (c) 10 years excluding the Transition Period
I.27	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZONE Small Business Concerns (Jan 2011)	(c) Offeror fill-in (N/A)
I.28	FAR 52.219-8	Utilization of Small Business Concerns (Jan 2011)	None
I.29	FAR 52.219-9	Small Business Subcontracting Plan (Jan 2011) – Alternate II (Oct 2001)	None
I.30	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.31	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Dec 2010)	None
I.31a	FAR 52.219-28	Post-Award Small Business Program Representation (Apr 2009)	None
I.32	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None
I.33	FAR 52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) The percentage specified in the Section H Clause entitled, *Overtime Control Plan*
I.34	FAR 52.222-3	Convict Labor (Jun 2003)	None
I.35	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)	None
I.36	FAR 52.222-6	Davis-Bacon Act (Jul 2005)	None
I.37	FAR 52.222-7	Withholding of Funds (Feb 1988)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.38	FAR 52.222-8	Payrolls and Basic Records (Nov 2009)	None
I.39	FAR 52.222-9	Apprentices and Trainees (Jul 2005)	None
I.40	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
I.41	FAR 52.222-11	Subcontracts (Labor Standards) (Jul 2005)	None
I.42	FAR 52.222-12	Contract Termination – Debarment (Feb 1988)	None
I.43	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
I.44	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	None
I.45	FAR 52.222-15	Certification of Eligibility (Feb 1988)	None
I.46	FAR 52.222-16	Approval of Wage Rates (Feb 1988)	None
I.47		Reserved	
I.48	FAR 52.222-20	Walsh-Healy Public Contracts Act (Dec 1996)	None
I.49	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.50	FAR 52.222-26	Equal Opportunity (Mar 2007)	None
I.51	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)	None
I.52	FAR 52.222-30	Davis-Bacon Act—Price Adjustment (None of Separately Specified Method) (Dec 2001)	None
I.53	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)	None
I.54	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.55	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.56	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (*see full text version in Section I*)	None
I.57	FAR 52.222-41	Service Contract Act of 1965, As Amended (Nov 2007)	None
I.58	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989) (*see full text version in Section I*)	Fill-in information is underlined in full text
I.59	FAR 52.222-50	Combating Trafficking in Persons (Apr 2006)	None
I.59a	FAR 52.222-54	Employment Eligibility Verification (Jan 2009)	None
I.59b	FAR 52.223-2	Affirmative Procurement of Bio-Based Products under Service and Construction Contracts (Dec 2007)	None
I.60	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) Offeror fill-in "None"
I.61	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
I.62	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
I.63	FAR 52.223-11	Ozone-Depleting Substances (May 2001) (*see full text version in Section I*)	(b) Offeror fill-in (N/A)
I.64	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	None
I.65	FAR 52.223-14	Toxic Chemical Release Reporting (Aug 2003)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.65a	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	None
I.65b	FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)	None
I.65c	FAR 52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contract (May 2008)	None
I.65d	FAR 52.223-19	Compliance with Environmental Management Systems	None
I.66	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.67	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.68	FAR 52.225-1	Buy American Act – Supplies (Jun 2003)	None
I.69	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Aug 2007) (*see full text version in Section I*)	(b) (3) None (d) Offeror fill-in
I.70	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)	None
I.71	Reserved		
I.72	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	None
I.73	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
I.74	FAR 52.227-9	Refunds of Royalties (Apr 1984)	None
I.75	FAR 52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	Offeror fill-in "that include the proprietary data legends required by FAR 52.215-1(e) or that contain any financial information and all pages in Volumes I and III regardless of whether or not they are so labeled, and other than pages labeled as tables of contents, title pages or list of acronyms,"
I.76	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.77	FAR 52.230-6	Administration of Cost Accounting Standards (Apr 2005)	None
I.78	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.79	FAR 52.232-12	Advance Payments (May 2001) Alt II (May 2001) (*see full text version in Section I*)	(a), (b), (c) (e), (p) (8), (13), (14). Fill-in information is underlined in full text
I.80	FAR 52.232-17	Interest (Jun 1996)	None
I.81	FAR 52.232-18	Availability of Funds (Apr 1984)	None
I.82	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.83	FAR 52.232-24	Prohibition of Assignment of Claims (Jan 1986)	None
I.84	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
I.85	FAR 52.232-33	Payment of Electronic Funds Transfer –Central Contractor Registration (Oct 2003)	None
I.86	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
I.87	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
1.88	FAR 52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	None
1.89	FAR 52.234-4	Earned Value Management System (Jul 2006)	(g) Lockheed Martin Integrated Technology; LLC, Jacobs Engineering Group, Inc.; Wackenhut Services, Inc.; Computer Sciences Corporation; and future subcontractors that meet the definition of teaming subcontractors as defined in FAR 9.6.
1.90	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
1.91	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
1.92	FAR 52.236-5	Material and Workmanship (Apr 1984)	None
1.93	FAR 52.236-7	Permits and Responsibilities (Nov 1991)	None
1.94	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)	None
1.95	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None
1.96	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	None
I.97	FAR 52.237-3	Continuity of Services (Jan 1991)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.98	FAR 52.239-1	Privacy or Security Safeguards (Aug 1996)	None
I.99	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
I.100	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
I.101	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
I.102	FAR 52.242-13	Bankruptcy (Jul 1995)	None
I.103	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984)	None
I.103a	FAR 52-243-6	Change Order Accounting (Apr 1984)	None
I.104	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 (d) 30
I.105	FAR 52.244-2	Subcontracts (Jun 2007) – Alternate I (Jun 2007)	(e) N/A (k) N/A
I.106	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.107	FAR 52.244-6	Subcontracts for Commercial Items (Mar 2007)	None
I.108	FAR 52.245-1	Government Property Jun 2007))	None
I.109	FAR 52.245-9	Use and Charges (Jun 2007)	
I.109a	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None
I.110	FAR 52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. DE-AC06-09RL14728, the Contract Administration Office specified in the Section G Clause entitled, *Contract Administration*
I.111	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.112	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	None
I.113	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) (*see full text version in Section I*)	(c) Fill-in information is underlined in full text
I.114	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.115	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.116	FAR 52.251-1	Government Supply Sources (Apr 1984) Alternate I (Apr 1984)	None
I.117	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.118	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984) (*see full text version in Section I*)	(b) Fill-in information is underlined in full text
I.119	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.120	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	None
I.121	DEAR 952.204-2	Security Requirements (May 2002)	None
I.122	DEAR 952.204-70	Classification/Declassification (Sep 1997)	None
I.123	DEAR 952.204-75	Public Affairs (Dec 2000)	None
I.124	DEAR 952.208-7	Tagging of Leased Vehicles (Apr 1984)	None
I.125	DEAR 952.208-70	Printing (Apr 1984)	None
I.126	DEAR 952.209-72	Organizational Conflicts of Interest Alternate I (Jun 1997)	None
I.127	DEAR 952.215-70	Key Personnel (Dec 2000)	None
I.128	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (Dec 2002); Alternate II	(a) (3) 30th
I.129	DEAR 952.217-70	Acquisition of Real Property (Apr 1984)	None
I.130	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	None
I.130a	DEAR 952.223-78	Sustainable Acquisition Program (Oct 2010)	None
I.131	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)	None
I.132	DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	None
I.133	DEAR 952.231-71	Insurance -- Litigation and Claims (Jul 2013)	None
I.134	DEAR 952.242-70	Technical Direction (Dec 2000)	None
I.135	DEAR 952.247-70	Foreign Travel (Dec 2000)	None
I.136	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	None
I.137	DEAR 952.251-70	Contractor Employee Travel Discounts (Dec 2000)	None
I.138	DEAR 970.5203-1	Management Controls (Jun 2007)	None
I.139	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	None
I.140	DEAR 970.5204-3	Access to and Ownership of Records (Jul 2005)	(b)(1) through (b)(5) are Contractor-owned records.
I.141	DEAR 970.5217-1	Work for Others Program (Jan 2005)	None
I.142	DEAR 970.5223-1	Integration of Environment, Safety, and Health Into Work Planning and Execution (Dec 2000)	None
I.143	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	None
I.144	DEAR 970.5223-5	DOE Motor Vehicle Fleet Fuel Efficiency (Oct 2003)	None
I.144a	DEAR 970.5223-6	Executive Order 13423 Strengthening Federal Environmental, Energy, and Transportation Management	None
I.145	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	None
I.146	DEAR 970.5226-3	Community Commitment (Dec 2000)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.147	DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000)	None
I.148	DEAR 970.5227-4	Authorization and Consent (Aug 2002)	None
I.149	DEAR 970.5227-6	Patent Indemnity-Subcontracts (Dec 2000)	None
I.150	DEAR 970.5227-9	Notice of Right to Request Patent Waiver (Dec 2000)	None
I.151	DEAR 970.5227-10	Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor (Aug 2002)	None
I.152	DEAR 970.5227-11	Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	None
I.153	DEAR 970.5229-1	State and Local Taxes (Dec 2000)	None
I.154	DEAR 970.5231-4	Preexisting Conditions (Dec 2000) Alternate II (Dec 2000)	the first day of the base period as defined in Clause F.1 (a)
I.155	DEAR 970.5232-3	Accounts, Records, and Inspection (Jun 2007) Alternate I (Dec 2000)	None
I.156	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (Dec 2000)	None
I.157	DEAR 970.5232-6	Work for Others Funding Authorization (Dec 2000)	None

I.23 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

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

(b) The Contractor shall—

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

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

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

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

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

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

(a) *Definition*. As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

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

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

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

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

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

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

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

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

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

I.58 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

This Statement is for Information Only: *It is not a Wage Determination*

Employee Class	Monetary Wage—Fringe Benefits

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

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

(a) *Definition*. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

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

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

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

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

"Caribbean Basin country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

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

"Commercially available off-the-shelf (COTS) item"—
(1) Means any item of supply (including construction material) that is—
(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

"Cost of components" means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

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

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic;

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country construction material" means a construction material that—

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

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

"Least developed country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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

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

"WTO GPA country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

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

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

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

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

None

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

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

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

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

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

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	.....	.....	.....
Domestic construction material	.....	.....	.....
Item 2:			
Foreign construction material	.....	.....	.....
Domestic construction material	.....	.....	.....

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.*]*
*[** Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).*]*

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

(a) *Requirements for payment*. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, identified in the Section G Clause entitled Contract Administration, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed the amount specified in the Section B Clause entitled Obligation and Availability of Funds. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) *Special account.* Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the institution identified in the Section J Attachment entitled Special Financial Institution Account Agreement. None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) *Use of funds*. The Contractor shall withdraw funds from the special account only to pay for allowable costs as prescribed by the Section I clause entitled Allowable Cost and Payment of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.

(d) *Repayment to the Government.* At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) *Maximum payment*. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost as identified in Section B Clause entitled Contract Cost and Contract Fee (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed 10% of the total amount identified in Section B Clause entitled Contract Cost and Contract Fee. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) *Interest*.

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in paragraph (f)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.

(iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.

(2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) *Financial institution agreement.* Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.

(h) *Lien on special bank account*. The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on property under contract.

(1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that—

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance.

(1) The Contractor shall maintain with responsible insurance carriers—

(i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;

(ii) Adequate insurance against liability on account of damage to persons or property; and

(iii) Adequate insurance under all applicable workers' compensation laws.

(2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall—

(i) Maintain this insurance;

(ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and

(iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) Default.

(1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to—

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in paragraph (k)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) of this clause, on outstanding advance payments during the period of any event described in paragraph (k)(1) of this clause.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in paragraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) *Prohibition against assignment*. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) *Information and access to records*. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) *Other security*. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) *Representations*. The Contractor represents the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) *Covenants*. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not—

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over the limitations established by FAR 31.205-6 and DEAR 970.3102-05-6 a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding $0 in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than $0; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

I.113 FAR 52.247-67, SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

General Services Administration
Attn: FWA
1800 F Street NW
Washington, DC 20405

I.119 FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J -- LIST OF ATTACHMENTS
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ATTACHMENT J-2

REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS

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

LIST A: APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS

The Federal, state, and local regulations found in the following list constitute the *List A – Applicable Federal, State, and Local Regulations,* referenced in the Section I Clause entitled, *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*. The list of laws and regulations is not comprehensive. Omission of any applicable law or regulation from this list does not affect the obligation of the Contractor to comply with such law or regulation.

Table J-2.1 Code of Federal Regulations (CFR)

Document Number	Title
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 (Subpart A Only)
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 1220	Federal Records, General

Document Number	Title
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
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 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

Document Number	Title
49 CFR 385	Safety Fitness Procedures
49 CFR 387	Minimum Levels Of Financial Responsibility For Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations: General
49 CFR 391	Qualifications of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operations
49 CFR 395	Hours Of Service Of Drivers
49 CFR 396	Inspection, Repair and Maintenance
49 CFR 397	Transportation of Hazardous Materials, Driving and Parking Rules

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

Document Number	Title
5 USC Chapter 57	Travel, Transportation, and Subsistence
5 USC 552	Public Information; Agency Rules, Opinions, Orders, Records, and Proceedings
5 USC 552A	Records Maintained on Individuals
16 USC 470	Archeological Resources Protection Act
17 USC 506	Copyright Infringement and Remedies, Criminal Offences
18 USC 1913	Lobbying with Appropriated Moneys
18 USC 2319	Stolen Property, Criminal Infringement of a Copyright
25 USC 3001	Native American Grave Protection and Repatriation Act
33 USC 1251-1376	Clean Water Act
42 USC 7256(c)	Leasing of Excess Department of Energy Property / Hall Amendment to National Defense Authorization Act of 1994
42 USC 13101	Findings & Policy
42 USC 13106	Source Reduction & Recycling Data Collection
42 USC 15801	Energy Policy Act of 2005
42 USC 2011-2259	Atomic Energy Act of 1954, as amended
42 USC 6962	Resource Conservation And Recovery Act (RCRA) Of 1976
42 USC 7401	Clean Air Act
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
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

Document Number	Title
WAC 173-401	Operating Permit Regulation
WAC 173-460	Controls for New Sources of Toxic Air Pollutants
WAC 173-480	Ambient Air Quality Standards and Emission Limits for Radionuclide
WAC 197-11	SEPA Rules
WAC 246-247	Radiation Protection -- Air Emissions
WAC 246-272	On-Site Sewage Systems
WAC 246-273	On-Site Sewage System Additives
WAC 246-290	Public Water Supplies
WAC 246-291	Group B Public Water Systems
WAC 246-292	Water Works Operator Certification Regulations
WAC 296-17	Washington Workers' Compensation Insurance
WAC 296- 65	Asbestos Removal and Encapsulation
WAC 446-65	WAC Commercial Motor Vehicle Regulations
WAC 470-12	Transporting Rules

Table J-2.6 Permits

Document Number	Title
AOP 00-05-006	Hanford Site Air Operating Permit
WAR05A57F	National Pollutant Discharge Elimination System Storm Water Multi-Sector Permit
WA-002591-7	National Pollutant Discharge Elimination System Permit for the 300 Area TEDF
WA780008967	Hanford Facility Resource Conservation and Recovery Act (RCRA) Permit

Table J-2.7 Local Laws and Regulations

Document Number	Title
BCAA Regulation	County Air Pollution Control Authority

LIST B: APPLICABLE DOE DIRECTIVES

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

Document Number	Title
CRD O 130.1	Budget Formulation
CRD M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE P 141.1	Department of Energy Management of Cultural Resources
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
CRD O 144.1	Department of Energy American Indian Tribal Government Interactions and Policy
CRD O 150.1	Continuity Programs (as defined in HNF-MP-53188, Revision 0)
CRD O 151.1C	Comprehensive Emergency Management System
CRD O 153.1	Departmental Radiological Emergency Response Assets
CRD O 200.1A	Information Technology Management
CRD O 205.1A (Supp Rev 3)	DOE Cyber Security Management
CRD M 205.1-3, Chg 1	Telecommunications Security Manual
CRD M 205.1-4	National Security System Manual
CRD M 205.1-5 (Supp Rev 0)	Cyber Security Process Requirements Manual
CRD M 205.1-6 (Supp Rev 0)	Media Sanitization Manual
CRD M 205.1-7 (Supp Rev 0)	Security Controls for Unclassified Information Systems Manual
CRD M 205.1-8 (Supp Rev 0)	Cyber Security Incident Management Manual
CRD O 206.2	Identity, Credential, and Access Management (ICAM)
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 243.1A	Records Management Program
CRD O 243.2 (Supp Rev 2)	Vital Records
CRD O 252.1A	Technical Standards Program
CRD O 350.1, Chg 4	Contractor Human Resource Management Program

Document Number	Title
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 420.1B Chg 1, (Supp Rev 0)	Facility Safety
CRD O 422.1 (Supp Rev 0)	Conduct of Operations
CRD O 430.1B Chg 1 (Supp Rev 1)	Real Property Asset Management
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 M 440.1-1A (Supp Rev 0)	DOE Explosives Safety Manual
CRD O 440.2B, Chg 1	Aviation Management and Safety
CRD O 442.1A (Supp Rev 2)	Department Of Energy Employee Concerns Program
CRD O 442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety, and Health Technical Concerns.
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	Departmental Materials Transportation and Packaging Management
CRD M 460.2-1A	Radioactive Material Transportation Practices Manual
CRD O 461.1B	Packaging and offsite Transportation of Materials of National Security Interest.
CRD O 461.2	Onsite Packaging and Transportation of Materials of National Security Interest
CRD O 462.1	Import and Export of Category 1 and 2 Radioactive Sources
DOE 470.3B	Graded Security Protection (GSP) Policy
CRD M 470.4-1, Chg 1 (Supp Rev 1 excluding Section M)	Safeguards and Security Program Planning and Management
CRD M 470.4-1, Chg 2, Section M only	Safeguards and Security Program Planning and Management
CRD M 470.4-2A (Supp Rev 0)	Physical Protection
CRD M 470.4-3A	Contractor Protective Force
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

Document Number	Title
CRD M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
CRD O 471.6	Information Security
CRD O 472.2	Personnel Security
CRD O 475.2A	Identifying Classified Information
CRD O 484.1	Reimbursable Work for the Department of Homeland Security
CRD O 522.1	Pricing of Departmental Materials and Services
CRD O 534.1B	Accounting
CRD O 551.1D	Official Foreign Travel
CRD O 580.1A, Chg 1	Department of Energy Personal Property Management Program
DOE O 3792.3	Drug-Free Federal Workplace Testing Implementation Program

J-2.9 DOE-RL Implementing Documents

Document Number	Title
DOE-0223	RL Emergency Implementing Procedures
DOE/RL-2001-0036, Rev 1-E	Hanford Site-wide Transportation Safety Document
DOE/RL-2002-12 Rev 1	Hanford Radiological Health and Safety Document
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-94-02, Rev 5	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 3	Hanford Analytical Services Quality Assurance Requirements Document
DOE/RL-2008-17, Rev 0	Gable Mountain and Gable Butte Resource Management Plan
DOE/RL-2009-89 Rev 0	Transportation Hazards Survey and Emergency Planning Hazards Assessment
RRD 005, Rev 3	Worker Safety
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)
EM Policy Letter, July 10, 2006	Policies for Environmental Management Operating Project Performance Baselines, Contingency and Federal Risk Management Plans, and Configuration Control

J-2.10 Long Term Stewardship Transfers

The Transition and Turnover Packages (TTP) describes the completion of site assessment activities, removal of facilities, removal of miscellaneous debris, and *Comprehensive Environmental Response, Compensation, and Liability Act of 1980* (CERCLA) site remediation to interim action records of decision (RODs). The TTP is prepared in accordance with DOE/RL-2010-35, *Hanford Long-Term Stewardship Program Plan*, and HNF-47392, *LTS Transition and Turnover Package Template*.

Document Number	**Title**
HNF-49462, Rev 0	Long-Term Stewardship Transition and Turnover package for 100-F/IU-2/IU-6 Area – Segment 1
HNF-51197, Rev 0	Long-Term Stewardship Transition and Turnover Package for the 100-F/IU-2/IU-6 Area – Segment 2
HNF-52064, Rev 0	Long-Term Stewardship Transition and Turnover Package for the 100-F/IU-2/IU-6 Area – Segment 3
HNF-53764, Rev 0	Long-Term Stewardship Transition and Turnover Package for 100-F area
HNF-54308, Rev 0	Long-Term Stewardship Transition and Turnover Package for Segment 5

ATTACHMENT J-11

CONTRACT DELIVERABLES

TABLE J-11.1 DELIVERABLE LIST FROM SECTION C (SOW)

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0001	Hanford Site Services and Interface Requirements Matrix	Approve	30 days	July 24, 2009; thereafter by request as applicable	C.1.3
CD0002	Annual Forecast of Services and Infrastructure	Approve	30 days	November 21, 2009; annually thereafter by July 31	C.1.3
CD0003	Infrastructure and Services Alignment Plan (ISAP)	Approve	30 days	March 1, 2010; annually thereafter by August 1	C.1.3
CD0004	Government-Furnished Services and Information Request	Review	30 days	Annually by September 30	C.1.3
CD0005	Government-Furnished Services and Information Request -- Update	Review	30 days	Quarterly	C.1.3
CD0006	Performance Metrics	Approve	30 days	August 24, 2009; annually thereafter by June 30	C.1.3
CD0007	Patrol Training Plan	Approve	45 days	October 22, 2009; updated annually thereafter by October 31	C.2.1.1.1
CD0008	Force-on-Force Test Results	Review	45 days	Within 30 days subsequent to completion of Force-on-Force test, to include corrective actions, where applicable	C.2.1.1.1
CD0009	Patrol Sensitive Equipment/Items Report	Review	45 days	October 22, 2009; updated annually thereafter by September 30	C.2.1.1.1
CD0010	Patrol Security Incident Response Plan	Approve	45 days	October 22, 2009; updated annually thereafter by October 31	C.2.1.1.1
CD0178	Quarterly Manpower Reports and Budget Forecasts	N/A	N/A	October 15, 2009; 10 working days after quarter end thereafter	C.2.1.1.1
CD0011	Arrangements/ changes in configuration of existing systems	Approve	60 days	As required by DOE	C.2.1.1.2
CD0012	Nomination of Classification Officer	Approve	60 days	June 4, 2009 and any subsequent nominations	C.2.1.1.3
CD0013	Nomination of Derivative Declassifers	Approve	60 days	October 22, 2009, and any subsequent nominations	C.2.1.1.3
CD0014	Deleted				

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0185	Deleted				
CD0186	Deleted				
CD0015	Foreign National Visits and Assignments (FNVA) Implementation Plan	Approve	30 days	October 22, 2009	C.2.1.1.4
CD0016	Badging Implementation Plan	Approve	30 days	October 22, 2009	C.2.1.1.4
CD0017	Human Reliability Program (HRP) Management/Implementation Plan	Approve	30 days	October 22, 2009; updated biennially through April 2013	C.2.1.1.4
CD0017a	Human Reliability Program Management Plan	Review	N/A	October 31, 2013, updated annually thereafter	C.2.1.1.4
CD0018	Workplace Substance Abuse Programs (WSAP) Implementation Plan	Approve	30 days	October 22, 2009; updated biennially through April 2013	C.2.1.1.4
CD0018a	Workplace Substance Abuse Program Management Plan	Review	N/A	October 31, 2013, updated annually thereafter	C.2.1.1.4
CD0019	Materials Control and Accountability Plan	Approve	45 days	July 9, 2009	C.2.1.1.5
CD0020	Transmitter Review	Approve	60 days	Annually, by March 31	C.2.1.1.6
CD0021	Hanford System Security Plan (SSP)	Approve	45 days	September 22, 2009; once every two (2) years, thereafter by September 30	C.2.1.1.6
CD0022	Deleted				
CD0023	Classified Information System Security Plan (ISSP), one for each classified system or network	Approve	45 days	September 22, 2009; once every three (3) years, thereafter by September 30	C.2.1.1.6
CD0024	Certification packages (ref: US PCSP)	Approve	90 days	120 days; once every three (3) years, thereafter	C.2.1.1.6
CD0025	Nomination of Communications Security (COMSEC) Control Officer, COMSEC Custodian and alternates, TEMPEST/Transmission Security Coordinator	Approve	60 days	June 4, 2009; and any subsequent nominations	C.2.1.1.6
CD0026	Site Safeguards and Security Plan (SSSP)	Approve	120 days	August 30, 2010; updated annually thereafter by August 30	C.2.1.1.7
CD0027	Graded Security Protection (GSP) Implementation Plan	Approve	60 days	December 31, 2009	C.2.1.1.7

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0028	Industrial Security Plan	Review	60 days	Phase I May 21, 2010 and Phase II June 1, 2011; updated annually thereafter by June 1	C.2.1.1.7
CD0029	Deleted				
CD0030	HAMMER Strategic Plan	Review	30 days	Annually, by April 30; ending 2013	C.2.1.2
CD0031	HAMMER Facility Upgrade Plan	Approve	30 days	Annually, by April 30; ending 2013	C.2.1.2
CD0032	Hanford Training Program Top-to-Bottom Assessment	Review	60 days	April 1, 2010	C2.1.2
CD0033	Deleted				
CD0034	Annual Training Needs Forecast and Plan	Review	30 days	Annually, by July 31	C2.1.2
CD0035	Hanford Site Wild Land Fire Plan	Approve	30 days	Annually, by May 15	C.2.1.3
CD0036	Hanford Site Prescribed Fire Plan	Approve	30 days	Annually, by March 30	C.2.1.3
CD0037	Hanford Fire Needs Assessment	Approve	45 days	Every third year, by March 30 (starting in 2010)	C.2.1.3
CD0038	Summary of Fire and Other Property Damage Experienced	Review	30 days	Annually, by February 15	C.2.1.3
CD0039	Mutual Aid Agreements	Review	None	October 23, 2009; annually thereafter by January 31	C.2.1.3
CD0040	Deleted				
CD0041	Emergency Readiness Assurance Plan (ERAP)	Approve	45 days	Annually, by October 15	C.2.1.4
CD0042	Annual Field Emergency Preparedness Evaluation Exercise Report	Approve	45 days	25 working days following the exercise	C.2.1.4
CD0043	Limited Emergency Preparedness Evaluation/Training Exercise Reports	Approve	45 days	25 working days following the exercise	C.2.1.4
CD0044	Prioritized list of Common Safety processes	Approve	45 days	September 22, 2009, and subsequent revisions thereafter	C.2.1.5
CD0045	Chronic Beryllium Disease Prevention Program (CBDPP)	Approve	90 days	January 1, 2010	C.2.1.5
CD0046	Self-Assessment and Corrective Actions	Review	30 days	Annually, by November 15	C.2.1.6

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0047	Radiological Assistance Program Response Plan for RAP Region 8	Approve	60 days	October 22, 2009; review and revise annually thereafter by June 1, and submitted to NA-42 every three (3) years.	C.2.1.6
CD0048	Annual plan and schedule for environmental reports to be submitted to DOE during the upcoming year (e.g., NEPA Policy Act Annual Planning Summary for the Site, Environmental Release Report etc.)	Approve	30 days	July 24, 2009; annually thereafter by September 10, beginning with September 2012	C.2.1.7
CD0049	Deleted				
CD0050	Report of TPA milestone status and performance statistics	Informatio n	N/A	Post Report to TPA website by 15th of month.	C.2.1.7
CD0051	Milestone Review and IAMIT Meeting Minutes	informatio n	N/a	Pot to TPA website by 5th of second month after meeting.	C.2.1.7
CD0052	Deleted				
CD0053	Annual AR Certification Report	Approve	30 days	Annually, by September 30	C.2.1.7
CD0054	Licenses, Permit Applications, Permit related documents	Approve	30 days	As required	C.2.1.7
CD0055	Environmental Protection and Compliance Plan	Approve	30 days	As required	C.2.1.7
CD0056	Site-Wide EMS Program Management Plan	Approve	30 days	November 21, 2009	C.2.1.7
CD0057	Hanford Site EMS Goals and Metrics	Approve	30 days	Annually, by December 15	C.2.1.7
CD0058	Public Safety & Resource Protection (PSRP) Business Case Analysis	Approve	90 days	May 25, 2010	C.2.1.8
CD0059	Deleted				
CD0060	Optimization assessment and plan for the PSRP program	Review	30 days	180 days, and annual thereafter by June 30	C.2.1.8.1
CD0061	PSRP Data System Plan	Approve	45 days	9 months	C.2.1.8.1
CD0062	Deleted				
CD0063	Hanford Site Annual Environmental Report	Approve	90 days	Annually, by September 30	C.2.1.8.3
CD0064	Hanford Site Environmental Surveillance Master Sampling Schedule	Approve	30 days	Annually, by January 31	C.2.1.8.3
CD0065	Hanford Environmental Monitoring Plan	Approve	60 days	September 30, 2012 and once every three years, by September 30	C.2.1.8.3

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0066	Schedule of Updates to the existing plans listed below	Approve	30 days	180 days	C.2.1.8.4
CD0067	Hanford Site Biological Resources Management Plan	Approve	45 days	September 30, 2012, and once every 3 years thereafter by September 30.	C.2.1.8.4
CD0068	Deleted				
CD0069	Deleted				
CD0070	Bald Eagle Site Management Plan for the Hanford Site in South Central Washington	Approve	45 days	June 1, 2013 and once every 3 years thereafter by June 1	C.2.1.8.4
CD0071	Threatened and Endangered Species Management Plan: Salmon,Steelhead, and Bulltrout	Approve	45 days	September 30, 2012, and once every 3 years thereafter by September 30.	C.2.1.8.4
CD0072	Input to the Report to Congress on the Federal Archeology Program	Approve	30 days	Annually, by March 1	C.2.1.8.5
CD0073	Section 106 Review Recommendations	Approve	30 days	Within 30 days of Hanford Site contractor request to perform review	C.2.1.8.5
CD0074	Update of Hanford Cultural Resource Management Plan	Approve	45 days	Assess the need for an update no less than every 5 years. Updated date of March 30, 2013 will begin cycle	C.2.1.8.5
CD0075	Quarterly Reports - Seismic	Informatio n	N/A	Quarterly, by March 1, June 1, September 1, and December 1.	C.2.1.8.6
CD0076	Annual Catalog - Seismic	Review	30 days	Annually by December 31	C.2.1.8.6
CD0183	Curation Inventory Reports	Informatio n	N/A	Annually by March 31; ending March 31, 2012	C.2.1.8.7
CD0184	Curation Quarterly Report	Informatio n	N/A	Quarterly; 15th of month following quarter end, ending December 31, 2012	C.2.1.8.7
CD0077	RSS Business Case Analysis	Approve	90 days	May 25, 2010	C.2.1.9
CD0078	Analytical Services Master Plan	Approve	90 days	February 19, 2010; May 15, 2014; every two (2) years, thereafter	C.2.2.1
CD0079	Deleted				
CD0080	Replacement of GSA Leased Vehicles Report	Review	30 days	Annually, by December 7	C.2.2.6
CD0081	Deleted				
CD0082	Rail Operations Strategy	Approve	30 days	February 25, 2010	C.2.2.7

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0083	Annual Electrical Load Forecasts	Review	30 days	Annually, by September 15	C.2.2.9.1
CD0084	Bonneville Power Administration (BPA) Power and Transmission Service invoice verification and breakdown of site contractor costs	Review	30 days	30th of the second month following receipt of invoice	C.2.2.9.1
CD0085	Deleted				
CD0086	Deleted				
CD0087	Deleted				
CD0088	Electrical Metering Plan Progress Report	Review	30 days	Annually, by July 1	C.2.2.9.1
CD0179	Deleted				
CD0189	Site Sustainability Plan	Review	N/A	In accordance with annual DOE guidance	C.2.2.9.1
CD0180	Quarterly Energy Conservation Performance Report	N/A	N/A	No later than 40 days after end of each fiscal year quarter	C.2.2.9.1
CD0089	Water System Master Plan	Approve	90 days	August 12, 2010; every two (2) years thereafter by July 1	C.2.2.9.2
CD0090	Sewer System Master Plan	Approve	90 days	August 12, 2010; every two (2) years thereafter by July 1	C.2.2.10
CD0091	Contractor Plan to Stop discharges to 100N Sanitary Sewage Lagoon	Approve	60 days	January 13, 2010	C.2.2.10
CD0092	Ten-Year Site Plan	Review	None	30 days prior to DOE HQ annual call letter dates	C.2.3.1.1
CD0093	Web site for Real Property Asset Management	Review	None	August 24, 2010	C.2.3.1.1
CD0094	Assess Area Management Plans and Resource Management Plans for Implementation of the Comprehensive Land Use Plan (CLUP)	Review	None	January 21, 2010	C.2.3.1.1
CD0095	National Environmental Policy Act (NEPA) 5-Year Supplemental Analysis of the CLUP	Approve	45 days	March 29, 2015	C.2.3.1.1
CD0096	Land Management Tracking and Documentation System	Review	None	May 24, 2010	C.2.3.1.1
CD0097	Draft Hanford Long Term Stewardship Program Plan	Approve	45 days	May 21, 2010	C.2.3.1.2

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0098	Draft Hanford Long Term Surveillance and Maintenance Plan (S&M Plan)	Approve	45 days	August 16, 2010 for the S&M Plan template. The deliverable for each subsequent S&M Plan for RL approval will be submitted in sequence with the cleanup contractors' (LTS transition and turnover package) for a given parcel or segment of land.	C.2.3.1.2
CD0099	Deleted				C.2.3.1.2
CD0100	Site-wide Institutional Controls Plan	Review	30 days	No later than 150 days after DOE decision document is signed, update the Hanford Site-wide Institutional Controls Plan to include the institutional controls required by the decision document	C.2.3.1.2
CD0101	Draft CERCLA 5-Year Review Report for the Hanford Site	Approve	45 days	45 days prior to submittal due date as determined by the DOE-RL CERCLA 5-Year Review Schedule	C.2.3.1.2
CD0182	Site-Wide Assessment of Institutional Controls	N/A	N/A	Annually by November 15	C.2.3.1.2
CD0102	FIMS (Source)/Data Validation	Review	None	In accordance with DOE HQ annual guidance for reporting requirements, ending May 15, 2013.	C.2.3.1.3
CD0103	Deferred Maintenance Report	Review	None	In accordance with DOE HQ annual guidance for reporting requirements	C.2.3.1.3
CD0104	Annual Maintenance Report	Review	None	In accordance with DOE HQ annual guidance for reporting requirements	C.2.3.1.3
CD0105	Required Maintenance Report	Review	None	In accordance with DOE HQ annual guidance for reporting requirements	C.2.3.1.3
CD0106	List of Facilities to be or that have been CAS Inspected, or no longer meet the Useful Life Inspection Criteria	Informatio n	N/A	Annually, by October 31	C.2.3.1.4
CD0107	Deleted				
CD0108	Deleted				
CD0109	Hanford Geospatial Information Strategy and Implementation Plan	Approve	60 days	March 24, 2010	C.2.3.1.5

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0110	Contractor Personal Property Management Balanced Scorecard Plan	Review	10 days	10 days prior to DOE HQ annual call letter dates	C.2.3.2
CD0111	Contractor Personal Property Management Balanced Scorecard Report	Review	10 days	10 days prior to DOE HQ annual call letter dates	C.2.3.2
CD0112	GSA Non-Federal Recipients and Exchange Sale Reports	Review	10 days	10 days prior to DOE HQ annual call letter dates	C.2.3.2
CD0113	Inventory Accuracy Reports	Information	N/A	Annually, by November 1	C.2.3.2
CD0114	Disposal of Excess and Surplus Personal Property Report	Information	N/A	Annually, by November 1	C.2.3.2
CD0115	Workers' Compensation Information Web site (Note: this deliverable shall be identified in the Transition Plan)	Approve	45 days	July 9, 2009	C2.3.5
CD0116	Deleted				
CD0117	Multi-Media Management Standard/Procedure	Approve	60 days	February 19, 2010	C.2.3.12
CD0118	Annual Mail Management Report	Approve	30 days	Annually, date dependent on General Services Administration	C.2.3.13
CD0119	Mail Services Security Plan	Approve	45 days	November 21, 2009	C.2.3.13
CD0120	Capital Planning Investment Control Exhibit 53 and Exhibit 300 for IT Investments (Per OMB A-11)	Submittal	None	Annually or as requested by DOE-HQ	C.2.4.1
CD0121	Infrastructure Scalability Solution and Implementation Plan (included in the ISAP)	Approve	60 days	May 24, 2010	C.2.4.1
CD0122	Deleted				
CD0123	Monthly Billing Reports for DOE Services	Information	N/A	Monthly, five (5) days following month end	C.2.4.2.3
CD0124	Quarterly Service Level Report	Information	N/A	Quarterly, ten days following quarter end	C.2.4.3.9
CD0125	Deleted				
CD0126	Records Disposition Contingency Plan	Approve	60 days	August 21, 2009	C.2.4.5.3
CD0127	Deleted				
CD0128	Assessment of Records Storage Compliance	Information	N/A	May 25, 2010	C.2.4.5.3
CD0129	Content (Records) Management Security Plan	Approve	45 days	February 19, 2010; updated annually thereafter by June 30	C.2.4.5.3

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0187a	DRAFT – Hanford Lifecycle Scope, Schedule and Cost Report (Lifecycle Report)	Approve	60 days	August 31, 2011 for TPA Milestone M-036-01B (2012 Lifecycle Report), annually thereafter by August 31 for the remaining M-036-01 milestones. The DRAFT Lifecycle Report is dependent on the note in GF0049; MSA will be granted a day for day slip on the DRAFT Lifecycle Report for each day that the "planning case" budget is delayed	C.2.5
CD0187b	FINAL – Hanford Lifecycle Scope, Schedule and Cost Report (Lifecycle Report)	N/A	N/A	July 8, 2011 for TPA Milestone M-036-01A (2011 Lifecycle Report), December 31, 2011 for TPA Milestone M-036-01B (2012 Lifecycle Report), and annually thereafter by December 31 for the remaining M-036-01 milestones. The FINAL Lifecycle Report is dependent on the Approval note in GF0050; MSA will be granted a day for day slip on the FINAL Lifecycle Report for each day that DOE approval is delayed	C.2.5
CD0130	Integration Issues Management Plan	N/A	N/A	August 23, 2009; updated quarterly thereafter January 1, 2010 through January 1, 2013 Further updates will be as requested.	C.2.5.1
CD0131	Integrated Primavera Project Planner Version 6 (or latest version as directed by RL) Schedule for DOE Integrated Planning Update	Approve	30 days	April 15, 2010	C.2.5.1
CD0132	Programmatic Risk Management Plan	N/A	N/A	Draft – April 15, 2010 Final – September 1, 2010 through Spetember 1, 2012. Further updates as requested	C.2.5.1
CD0133	Deleted				

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0134	Project baseline corrections/ improvement plans and actions	Approve	Dependent upon nature of activity	As required by DOE (dependent on complexity of baseline and other factors)	C.2.5.1
CD0135	Presentations/reports as required, including: Year-end and Quarterly Site-wide Progress Report for DOE-HQ and public; and, Year-end summary and quarterly updates for site-wide attributes of the corporate performance measures.	Approve	15 days	30 days after close of quarter and/or fiscal year	C.2.5.1
CD0188	Site-Wide Environmental Protection and Compliance Plan	N/A	N/A	Draft – September 1, 2010 Final – February 28, 2011; update as requested	C.2.5.1
CD0136	Mission analyses (CD-0) for capital and/or operating projects	Review	45 days	As required by DOE	C.2.5.2
CD0137	Project planning (CD-1/2) or DOE directly-contracted capital and/or operating projects	Review	45 days	As required by DOE	C.2.5.2
CD0138	CD-3 and CD-4 packages for DOE directly contracted capital and/or operating projects	Approve	45 days	As required by DOE	C.2.5.2
CD0139	Technical Assessment Reports	Approve	30 days	As required by DOE	C.2.5.3
CD0140	Project Execution Plan	Approve	30 days	July 24, 2009	C.3.1.1
CD0141	Deleted				
CD0142	Risk Management Plan	Approve	30 days	July 24, 2009	C.3.1.4
CD0143	Baseline Change Control Process	Approve	30 days	July 24, 2009	C.3.1.2.3
CD0144	Monthly Performance Report	Review	None	October 12, 2009; Draft by the last Tuesday of the month, and final update to HANDI within 10 days after end of month thereafter	C.3.1.3
CD0145	Infrastructure Reliability Project Priority List	Approve	30 days	November 21, 2009; annually thereafter by July 31	C.3.1.2.1
CD0146	Deleted				
CD0147	Deleted				
CD0148	Deleted				
CD0149	Deleted				
CD0150	Procurement, Construction and Acceptance Testing Plan	Approve	30 days	September 22, 2009; with updates as required	C.3.1.5.2

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0151	Purchasing System	Approve	30 days	September 22, 2009; with updates as required	C.3.1.5.2
CD0152	Construction and Acceptance Testing	Approve	30 days	September 22, 2009 with updates as required	C.3.1.5.2
CD0153	As-built Program Description	Approve	30 days	September 22, 2009 with updates as required	C.3.1.5.2
CD0154	Adapted Integrated Safety Management System (ISMS)	Approve	20 days	July 31, 2009	C.3.2
CD0155	Contractor Integrated Safety Management System (ISMS) (Phase I)	Approve	120 days	February 19, 2010	C.3.2
CD0156	Declaration of Readiness for Phase II	Approve	120 days	270 days after approval of Phase I	C.3.2
CD0157	Nuclear Safety Protocol(s)	Approve	20 days	As required	C.3.2
CD0158	Determination whether to self-perform or to obtain Radiation Protection Program services	Approve	30 days	July 24, 2009	C.3.3
CD0159	Adapted Radiation Protection Program, if applicable	Approve	20 days	June 26, 2009	C.3.3
CD0160	Contractor Radiation Protection Program, if applicable	Approve	180 days	February 19, 2010	C.3.3
CD0161	Worker Safety and Health Program	Approve	90 days	Prior to performing work or May 25, 2007	C.3.4
CD0162	List of Closure Facility Hazards	Approve	90 days	90 days after identification of hazards.	C.3.4
CD0163	Adapted Quality Assurance Program Description (QAPD)	Approve	20 days	July 24, 2009	C.3.5
CD0164	Contractor Quality Assurance Program	Approve	90 days	February 19, 2010	C.3.5
CD0165	Adapted CBDPP	Approve	20 days	July 1, 2009	C.3.6
CD0166	Deleted				
CD0167	Work-for-Others Program	Approve	30 days	July 24, 2009	C.3.8
CD0168	Deleted				
CD0169	Hanford Site Interface Management Plan	Approve	30 days	August 23, 2009; annually thereafter by June 30 (if necessary)	C.3.9
CD0170	Interface Agreements (pending revised Plan)	Review	None	Upon revision	C.3.9
CD0171	Transition Agreement(s)	Approve	15 days	August 3, 2009	C.3.10
CD0172	Transition Plan	Approve	5 days	June 4, 2009	C.3.10
CD0173	Readiness Review for Completion of Transition Activities	Approve	10 days	August 8, 2009	C.3.10

ID	Deliverable	DOE		Contract Deliverable Due	Contract Section
		Action	Response Time[a]		
CD0174	Statement of Material Differences	Approve	15 days	August 23, 2009	C.3.10
CD0175	Weekly Transition Status Reports	Informatio n	N/A	Weekly starting June 5, 2009 ending August 21, 2009	C.3.10
CD0176	Nuclear Safety Protocol(s)	Approve	10 days	July 24, 2009	C.3.10
CD0177	Legal Management Plan	Review	30 days	July 24, 2009	C.3.12

a. Number of calendar days for DOE to execute its GFS/I responsibilities to provide review, approval, and/or certification action of the deliverable following Contractor submission of an acceptable product; or DOE comments on the deliverable following Contractor submission of an unacceptable product that will require revision and re-submission for DOE review, approval, and/or certification action. Exceptions to the number of days listed may occur, subject to the need for deliverables to be externally reviewed (e.g., by DOE-Headquarters, regulators, etc.).

TABLE J-11.2 OTHER DELIVERABLES NOT SPECIFICALLY LISTED IN SECTION C

ID	Deliverable	DOE		Contract Deliverable Due	Section/ Driver
		Action	Response Time[a]		
CD1001	NEPA Annual National Environmental Policy Act Planning Summary	N/A	N/A	December 31, 2010; annually thereafter	J-2.8 (CRD O 451.1B)
CD1002	Annual Hanford Air Operating Permit (AOP) Compliance Certification Report	N/A	N/A	June 30, 2010; annually thereafter	J-2.5 (WAC 173-401)
CD1003	Semi-Annual Hanford AOP Report	N/A	N/A	February 15, 2010; semi-annual thereafter	J-2.1 (40 CFR 61)
CD1004	Annual Criteria and Toxic Air Pollutants Air Emissions Inventory Report	N/A	N/A	March 15, 2010; annually thereafter	J-2.5 (WAC 173-400-105)
CD1005	Quarterly High-Efficiency Particulate Air (HEPA) Vacuum Usage Report	N/A	N/A	October 30, 2009; quarterly thereafter	J-2.6 (AOP 00-05-006)
CD1006	Annual PTRAEU and HEPA Filtered Vacuum Radioactive Air Emission Units Report	N/A	N/A	March 15, 2010; annually thereafter	J-2.1 (40 CFR 61), J-2.5 (WAC 246-247)
CD1007	Annual Radionuclide Air Emissions Report	N/A	N/A	June 15, 2010; annually thereafter	J-2.1 (40 CFR 61 H), J-2.5 (WAC 246-247)
CD1008	Annual Notification of Intent to Remove Asbestos at the Hanford Site	N/A	N/A	December 10, 2009; annually thereafter	J-2.1 (40 CFR 61)
CD1009	Green House Gas Emissions Report	N/A	N/A	December 1, 2010; annually thereafter	J-2.3 (EO 13514)
CD1010	Annual RCRA Pipe Mapping and Marking Report	N/A	N/A	August 30, 2010; annually thereafter	J-2.6 (WA780008 967)
CD1011	Quarterly RCRA Permit Class I Modification Notification Report	N/A	N/A	October 1, 2009; quarterly thereafter	J-2.5 (WAC 173-303), J-2.6 (WA780008 967)
CD1012	Annual RCRA Permit Noncompliance Report	N/A	N/A	January 29, 2010; annually thereafter	J-2.6 (WA780008 967)
CD1013	Annual Dangerous Waste Report (ADWR) & Annual Waste Treatability Studies Report for the Hanford Site	N/A	N/A	February 19, 2010; annually thereafter	J-2.5 (WAC 173-303)
CD1014	Biennial RCRA Section 3016 Report (even years)	N/A	N/A	January 15, 2010; as required	J-2.1 (40 CFR 264)

ID	Deliverable	DOE		Contract Deliverable Due	Section/ Driver
		Action	Response Time[a]		
CD1015	Annual Emergency Planning & Community Right-To-Know Act (EPCRA) Section 312 Tier Two Emergency & Hazardous Chemical Inventory Report	N/A	N/A	February 19, 2010; annually thereafter	J-2.1 (40 CFR 170, Part 372.25)
CD1016	Annual Hanford Facility RCRA Permit Inspection Schedule	N/A	N/A	October 30, 2009; annually thereafter	J-2.6 (WA780008 967)
CD1017	Annual Hanford Facility RCRA Permit Inspection Report	N/A	N/A	Annually - Report must be posted to file by the September 30	J-2.6 (WA780008 967)
CD1018	MSA and Others Pollution Prevention (P2) Fiscal Year Roll-up Report	N/A	N/A	December 1, 2009	J-2.8 (CRD O 450.1A)
CD1019	Hanford Site Federal Electronics Challenge Report	N/A	N/A	January 31, 2010	J-2.3 (EO 13423)
CD1020	Pollution Prevention Award Nominations	N/A	N/A	September 30, 2010	J-2.8 (CRD M 231.1-1A)
CD1021	Hanford Land Disposal Restrictions (LDR) Full Report	N/A	N/A	March 30, 2010; every 5 years thereafter	J-2.1 (40 CFR 268), TPA M-026-01
CD1022	Annual Hanford Land Disposal Restrictions (LDR) Summary Report	N/A	N/A	March 30, 2011; annually (except 5th year thereafter	J-2.1 (40 CFR 268), TPA M-026-01
CD1023	Hanford Site Annual PCB Report	N/A	N/A	June 15, 2010; annually thereafter	J-2.1 (40 CFR 761 K)
CD1024	Annual Hanford Site PCB Document Log	N/A	N/A	June 15, 2010; annually thereafter	J-2.1 (40 CFR 761 J)
CD1025	Annual Hanford Site Toxic Chemical Release Inventory Emergency Planning and Community Right-To-Know Act Section 313 Report	N/A	N/A	June 18, 2010; annually thereafter	J-2.1 (40 CFR 372)
CD1026	Annual Hanford Site Solid Waste Landfill Monitoring Report	N/A	N/A	March 1, 2010; annually thereafter	J-2.5 (WAC 173-304)
CD1027	Annual Environmental Monitoring Schedule	N/A	N/A	December 15, 2009; annually thereafter	
CD1028	Quarterly Environmental Radiological Survey Summary	N/A	N/A	October 31, 2009; quarterly thereafter	J-2.8 (CRD O 435.1, CRD O 231.1A)
CD1029	Annual Environmental Release Report (Calendar Year)	N/A	N/A	August 31, 2009; quarterly thereafter	J-2.8 (CRD O 436.1 Supp Rev 0)
CD1030	Annual Calendar Year Quarterly Milestone Review and IAMIT Schedule	N/A	N/A	December 31, 2009; annually thereafter	TPA

ID	Deliverable	DOE		Contract Deliverable Due	Section/ Driver
		Action	Response Time[a]		
CD1031	MSA Environmental Management System (EMS) Program Management Plan	N/A	N/A	December 31, 2009	J-2.8 (CRD O 450.1A)
CD1032	Annual Log of Significant Discharges (SWDP ST-4511)	N/A	N/A	February 15, 2010; annually thereafter	J-2.5 (WAC 173-216), J-2.6 (SWDP ST-4511)
CD1033	Annual Class V Underground Injection Control (UIC) Wells Update	N/A	N/A	January 27, 2010; annually thereafter	J-2.5 (WAC 173-218)
CD1034	Annual Underground Storage Tank Master License Renewal	N/A	N/A	April 15, 2010; annually thereafter	J-2.5 (WAC 173-360)
CD1035	Deleted				
CD1036	Annual 200 East Area Epichlorohydrin and Acrylamide Usage Certification	N/A	N/A	January 31, 2010; annually thereafter	J-2.5 (WAC 173-200)
CD1037	MSA and Others Environmental Preferable Purchasing Fiscal Year Roll-up Report	N/A	N/A	December 31, 2009	J-2.8 (CRD O 450.1A)
CD1038	Small Water Systems Management Plan	N/A	N/A	September 30, 2009; annually thereafter	J-2.5 (WAC 246-290)
CD1039	Hanford Site Group A Public Water Systems Drinking Water Lead and Copper Report	N/A	N/A	September 10, 2009; every 3 years thereafter	J-2.5 (WAC 246-290)
CD1040	200W, and 400 Area Drinking Water Reports	N/A	N/A	October 10, 2009; monthly by the 10th thereafter	J-2.5 (WAC 246-290)
CD1041	Quarterly Total Organic Carbon (TOC) Report	N/A	N/A	October 10, 2009; quarterly thereafter	J-2.5 (WAC 246-290-480(2))
CD1042	Annual Operations and Maintenance Record Forms for Hanford Site Large Onsite Sewage Systems	N/A	N/A	August 1, 2010; annually thereafter	J-2.5 (WAC 246-272)
CD1043	Freight Charge report in accordance with Contract Clause I.113	N/A	N/A	TBD	I.113 (FAR 52.247-67)
CD1044	Water Facility Inventory Report Forms	N/A	N/A	Annually by May 31	J-2.5 (WAC 246-290)
CD1045	100N Sewage Lagoon O&M Report	N/A	N/A	Annually by May 12, ending May 12, 2012	J-2.5 (WAC 246-272)
CD1046	Site-Wide (Draft) Respiratory Protection Program	Approve	TBD	September 30, 2009	J-2.1 (10 CFR 851)
CD1047	Updated Radiation Protection Program Plan	N/A	N/A	Annually by September 30	J-2.1 (10 CFR 835)

ID	Deliverable	DOE		Contract Deliverable Due	Section/ Driver
		Action	Response Time[a]		
CD1048	Fiscal Year (FY)200X Contractor Assurance on the Adequacy of the Internal Management Control Program	N/A	N/A	Annually every August	J-2.8 (CRD O 413.3A)
CD1049	Annual Experience Report of Claims for Automobile and Commercial General Liability	N/A	N/A	October 1, 2010; annually thereafter	J-2.8 (CRD O 350.1)
CD1050	Functional Support Cost Reporting (FSCR)	N/A	N/A	Annually by December 31	H.23.a.8
CD1051	Cost Submittal - HANDI Reports	N/A	N/A	Monthly by the 15th	H.23.b.1
CD1052	Estimated Property Valuation Report	N/A	N/A	Annually by January 15	H.23.d.1
CD1053	Contract Funds Status Report	N/A	N/A	Monthly, 20 working days after final cost processing	H.23.d.2
CD1054	Depreciation Charges	N/A	N/A	Monthly by the 15th	H.23.d.3
CD1055	Erroneous Payment Report	N/A	N/A	Quarterly; 15th of month following quarter end	H.23.d.4
CD1056	FIS/STARS - Electronic Cost Feed	N/A	N/A	Monthly by the 15th	H.23.d.5
CD1057	Fiscal Year 200X Year-End Requirements and FY200X Planning Requirements	N/A	N/A	Annually; dates given in RL call letter	H.23.d.6
CD1058	Fiscal Year 200X Travel Target Report	N/A	N/A	Semi-Annual by 30th of April and October	H.23.d.7
CD1059	Quarterly International Transactions Report	N/A	N/A	As requested	H.23.d.8
CD1060	Employee Supplemental Compensation Expenditure Report	N/A	N/A	Annually, prior to March 1	H.2.g.3
CD1061	Establish a Parent Org Support Plan (POSP)	N/A	N/A	90 days prior to next year	H.39.d
CD1062	Planned Conference Activity January - March	N/A	N/A	Annually by January 15	J-2.8 (CRD O 110.3A Sup R0)
CD1063	Small Business Subcontracting Plan	N/A	N/A	Annually by December 31	B.10.a
CD1064	Procurement Balanced Scorecard	N/A	N/A	Annually	I.105 (FAR 52.244-2)
CD1065	Incurred Cost	N/A	N/A	Annually by March 31	H.24.k
CD1066	Disclosure Statement	N/A	N/A	As requested	I.76 (FAR 52.230-2)
CD1067	Salary Guidance	N/A	N/A	Annually by February 15; ending 2013	H.2.h.2.i
CD1068	Compensation Increase Plan	N/A	N/A	Annually by end of February	H.2.h.2.ii
CD1069	Wage Increase Expenditure Report, DOE-F-3220.8 and Recruitment and Retention Report	N/A	N/A	Annually by January 15	H.2.g.1

ID	Deliverable	DOE		Contract Deliverable Due	Section/ Driver
		Action	Response Time[a]		
CD1070	Human Resources Compensation Plan	N/A	N/A	September 24, 2009	H.2.d
CD1071	Report of Compensation (Forms DOE-F-3230.6a and DOE-F-3230.6b)	N/A	N/A	Annually by October 31; ending 2012	J-2.8 (CRD O 350.1)
CD1072	Delete				
CD1073	Recruitment and Retention Pool Amount Update	N/A	N/A	Annually by end of February	I.50 (FAR 52.222-26)
CD1074	Hanford Site Pension Plans and Savings and Investment Plans - Investment Performance Review Report	N/A	N/A	60 days following the end of each quarter	H.2.i.15
CD1075	August Update to Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Hanford	N/A	N/A	Annually by August 31	H.2.k.ii
CD1076	August Update to FY 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Hanford	N/A	N/A	Annually by August 31	H.2.l.ii
CD1077	October Update to FY 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Hanford	N/A	N/A	Annually by October 31	H.2.k.ii
CD1078	October Update to FY 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Hanford	N/A	N/A	Annually by October 31	H.2.k.ii
CD1079	Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Hanford	N/A	N/A	Annually by June 30	H.2.k.ii
CD1080	Fiscal Year 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Hanford	N/A	N/A	Annually by June 30	H.2.k.ii
CD1081	U.S. Department of Labor Forms 5500 - Annual Return Hanford Site Pension and Savings Plans	N/A	N/A	Annually by October 15	H.2.j.4
CD1082	Multi Employer Pension Plan Actuarial Valuation Report - Hanford	N/A	N/A	Annually by October 31	H.2.j.4.i
CD1083	Pension Management Plan - Hanford	N/A	N/A	Updated annually by January 30	H.2.j.8

ID	Deliverable	DOE		Contract Deliverable Due	Section/ Driver
		Action	Response Time[a]		
CD1084	August Update to Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Fernald Legacy	N/A	N/A	Annually by September 30	H.2.n
CD1085	August Update to FY 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Fernald Legacy	N/A	N/A	Annually by September 30	H.2.n
CD1086	October Update to FY 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Fernald Legacy	N/A	N/A	Annually by October 31	H.2.n
CD1087	October Update to FY 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Fernald Legacy	N/A	N/A	Annually by October 31	H.2.n
CD1088	Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) - Fernald Legacy	N/A	N/A	Annually by June 30	H.2.n
CD1089	Fiscal Year 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) - Fernald Legacy	N/A	N/A	Annually by June 30	H.2.n
CD1090	U.S. Department of Labor Form 5500s - Fernald Pension Plan	N/A	N/A	Annually by October 15	H.2.j.4
CD1091	Pension Plan Actuarial Valuation Report for Fernald Legacy Plans	N/A	N/A	Annually by October 31	H.2.j.4.i
CD1092	Itemization of Cost Incurred for Administration of Fernald Legacy Plans, Hanford Pension and Savings Plans, HEWT	N/A	N/A	Within 60 days of the end of each plan year	H.2.i.14
CD1093	Pension Management Plan - Fernald	N/A	N/A	Updated annually by January 30	H.2.j.8
CD1094	Cost Management and Status Report for Fernald Legacy Plan	N/A	N/A	Quarterly; 45 days following quarter end	H.2.n
CD1095	Pension Trust Statement for Fernald Legacy Plans	N/A	N/A	Quarterly; 45 days following quarter end	H.2.n
CD1096	Fernald Quarterly Committee Meetings	N/A	N/A	Quarterly; 45 days following quarter end	H.2.n

ID	Deliverable	DOE		Contract Deliverable Due	Section/ Driver
		Action	Response Time[a]		
CD1097	Equal Employment Opportunity (EEO)1 Report - Required by and sent to the U.S. Department of Labor	N/A	N/A	Annually by September 30	I.50 (FAR 52.222-26)
CD1098	VETS-100 Report - Required by and sent to the U.S. Department of Labor	N/A	N/A	Annually by end of September	I.55 (FAR 52.222-37)
CD1099	Annual Report on Contractor Workforce Restructuring	N/A	N/A	Annually by November 15	J-2.8 (CRD O 350.1)
CD1100	Contractor Employment and Separation Data	N/A	N/A	Annually by October 31	J-2.8 (CRD O 350.1)
CD1101	Davis-Bacon Semi-Annual Enforcement Report	N/A	N/A	Semi-Annually by the 1st Friday of April and October	I.36 (FAR 52.222-6)
CD1102	Updated Labor Relations Module in the Work Force Information System	N/A	N/A	Annually by January 15	J-2.8 (CRD O 350.1)
CD1103	100N Sewage Lagoon Annual Biosolids Report	N/A	N/A	March 1, 2010; annually thereafter by March 1	WAC173-308
CD1104	Quarterly 100N Sewage Lagoon Discharge Monitoring Report	N/A	N/A	Within 60 days after quarter end, ending March 1, 2013	ST 4507
CD1105	Deleted				
CD1106	Annual Report for the Pit 9 Inert Waste Landfill	N/A	N/A	March 1, 2010; annually thereafter	WAC 173-350-990 (2)
CD1107	Hanford Site Pension Plan 4th Quarter meeting minutes (self assessments)	N/A	N/A	Annually by April 30	H.2.i.16
CD1108	U.S. Department of Labor Forms 5500 – HEWT	N/A	N/A	Annually by October 15	H.2.i.1
CD1109	U.S. Department of Labor Forms 5500 – MSA Market Based Welfare Plan	N/A	N/A	Annually by October 15	H.2.m.2
CD1110	U.S. Department of Labor Form 5500s – Fernald Retiree Welfare Plan	N/A	N/A	Annually by October 15	H.2.n
CD1111	Employee Benefits Cost Study comparisons for employee benefits – Hanford Plans	N/A	N/A	Annually by September 30	H.2.i.6.ii