

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. A255	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office 825 Jadwin Avenue, MSIN A7-80 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Fluor Hanford, Inc. 2420 Stevens Center PO Box 1000 Richland, WA 99352			(✓)	9A. AMENDMENT OF SOLICITATION NO.
CODE				9B. DATED (SEE ITEM 11)
FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-96RL13200
				10B. DATED (SEE ITEM 13) 08/06/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See attached detail

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

(✓)	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: 41 USC 253 (c)(1)
	D. OTHER Specify type of modification and authority

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

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

This modification incorporates updated language, terms and conditions and extends the contract period from September 30, 2006 to September 30, 2008. The following pages make up the current contract including all changes agreed upon to date. All provisions of this Modification A255 shall be effective as of the day of execution by the Contracting Officer for the Department of Energy.

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) Ronald G. Gallagher, President and Chief Executive Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Keith A. Klein, Manager Richland Operations Office
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED

PART I - THE SCHEDULE

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COST**

TABLE OF CONTENTS

B.1	SERVICES BEING ACQUIRED.....	1
B.2	OBLIGATION OF FUNDS.....	1
B.3	AVAILABILITY OF APPROPRIATED FUNDS	1
B.4	ESTIMATED COST AND FEE.....	2
B.5	SINGLE FEE	4
B.6	OPTION EXERCISE REDUCTION OF TERM	4
B.7	PERFORMANCE-BASED INCENTIVE TRANSITION	5
B.8	KE BASIN D&D OPTION.....	5

SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

B.1 SERVICES BEING ACQUIRED

The Contractor shall be responsible for planning, managing, integrating, operating and implementing a full range of Hanford programs, projects, and other activities as set forth in Section C, *Statement of Work*. The Contractor shall in accordance with the terms of this contract, furnish all personnel, facilities, equipment, materials, supplies, and services (except as expressly set forth in this Contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner all work set forth in Section C, or as may be directed by the Contracting Officer within the scope of this Contract.

B.2 OBLIGATION OF FUNDS

The amount obligated by the Government with respect to this contract is \$7,805,975,466.22. Such amount may be increased unilaterally by written notice by the U.S. Department of Energy (DOE) Contracting Officer to the Contractor and may be increased or decreased by modification to the contract. Estimated collections from others for work and services to be performed under this contract are not included in the funds currently obligated. Such collections, to the extent actually received by the Contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the DOE Contracting Officer. Nothing in this paragraph is to be construed as authorizing the Contractor to exceed limitations stated in financial plans, such as the Financial Plan Report (for individual orders of work for other DOE offices and non-DOE funded work only), established by DOE and furnished to the Contractor under this Contract, unless written direction is provided by the DOE Contracting Officer.

B.3 AVAILABILITY OF APPROPRIATED FUNDS

The duties and obligations of the Government calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress, which DOE may legally spend or obligate for such authorized purposes. Any work performed that exceeds funds currently obligated by Project Code controls and specific limitations identified in Contract modifications to Section B.2 and Financial Plan Reports (for individual orders of work for other DOE offices and non-DOE funded work only), without the written consent of the DOE Contracting Officer, shall be at the Contractor's risk.

B.4 ESTIMATED COST AND FEE

A. The Contract fee pool will be established at the target funding level case. If compliance funding is obligated to the Contract, the fee pool will be adjusted in accordance with paragraph C of this Clause. Compliance funding and any associated fee will be added at the sole discretion of DOE.

(1) Target Funding:

The estimated cost of the Contract is the total funding provided from October 1, 1996, through September 30, 2006, \$7,805,975,466.22 (this is through contract modification A253) plus an estimated target budgetary funding of \$1,255,339,000.00 for the period October 1, 2006, through September 30, 2008, for a total estimated target funding of \$9,061,314,466.22.

The estimated target budgetary funding, including fee, for FY 2007 and FY 2008 is set forth as follows (\$ in thousands):

PBS (\$000)	B&R	FY 2007	FY 2008	Total
RL-0011	EY5042110	77,901	96,074	
RL-0012	EY5042120	79,291	33,688	
RL-0041	EY5042410	12,850 *	24,450 *	
RL-0013 B	EY5042130	38,926	0	
RL-0043	EY5042430	0	7,605	
RL-0013 C	EY5142130	182,374	204,386 **	
RL-0030	EY5142300	71,948	73,173	
RL-0040	EY5142400	66,917	75,649	
RL-0080	EY5142800	3,450	3,329	
RL-0020	FS5010010	75,195	70,665	
RL-0042	EZ4042421	29,800	10,068	
Total EM Target Baseline		638,652	599,087	1,237,739
Work for Others		<u>25,400</u>	<u>29,500</u>	<u>54,900</u>
Total (including fee)		664,052	628,587	1,292,639
Fee		36,700	33,700	70,400

* Fee is based on 7/12 of FY 2007 funding for RL-0041; no funding for RL-0041 is included in the fee basis for FY 2008.

** Fee is based on the KBC Sludge Treatment Project Budget Authority level in FY 2008, although the baseline is planned at the Over Target level.

(2) Compliance Funding:

The estimated cost of the Contract is the total funding provided from October 1, 1996, through September 30, 2006, \$7,805,975,466.22 (this is through contract modification A253) plus an estimated compliance budgetary funding of \$1,560,367,000.00 for the

period October 1, 2006, through September 30, 2008, for a total estimated compliance funding of \$9,366,342,466.22.

The estimated compliance budgetary funding, including fee, for FY 2007 and FY 2008 is set forth as follows (\$ in thousands):

PBS (\$000)	B&R	FY 2007	FY 2008	Total
Total EM Target Baseline		638,652	599,087	1,237,739
Compliance Funding				
RL-0011	EY5042110		16,982	
RL-0012	EY5042120		10,133	
RL-0041	EY5042410		2,748	
RL-0013 B	EY5042130			
RL-0043	EY5042430			
RL-0013 C	EY5142130		112,230	
RL-0030	EY5142300		65,040	
RL-0040	EY5142400	643	57812	
RL-0080	EY5142800			
RL-0020	FS5010010			
RL-0042	EZ4042421		2,140	
EM Compliance Baseline (including fee)		643	267,085	267,728
Fee for Compliance Baseline		36	14,880	14,916
Total EM Target & Compliance Baseline		639,295	866,172	1,505,467
Work for Others		25,400	29,500	54,900
Total (including fee)		664,695	895,672	1,560,367
Fee for Target & Compliance Baseline		36,736	48,580	85,316

Total funding is defined as all funds (e.g., DOE Office of Environmental Management [EM], Office of Nuclear Energy, and other DOE-Headquarters organizations, DOE Richland Operations Office [RL] other Hanford contractors [net transfers], other DOE sites, other DOE prime contractors, other Federal agencies, and other commercial entities) the Contractor receives to perform work, excluding RL holdbacks.

Project Hanford Management Contract (PHMC) EM pension contributions by the Contractor are expected to be \$28.0M for FY 2007 and \$29.0M for FY 2008. Pension estimates do not include any changes that would result from DOE N 351.1 or from GAM 94 mortality tables. Should pension contributions beyond these amounts be needed, DOE will either provide additional funding beyond that identified in Section B.4 above to cover the full value of the increased contribution or agree to a corresponding decrease in work scope equal to the full value of the overage. Should required pension contributions be less than these amounts, the Contractor shall identify the savings resulting from the decreased contribution. DOE will determine the use of any cost savings associated with pension contributions below these amounts.

B. Fee

1. Pursuant to the fee schedule above, more or less fee may be paid out in a given year but in no case shall the paid fee exceed the fee amount in the "Total" column above, except fee associated with Mod M252 and other fee as directed by the Contracting Officer.
2. Unearned fee that is not forfeited for failures to meet contract or performance-based incentive requirements shall be accrued, if appropriate, or recorded as a commitment.

C. Fee Pool Adjustment

If the estimated total target funding for a fiscal year in the schedule set forth above in Paragraph A varies from the actual funding by more than plus or minus 10%, or the complexity of the target workscope changes significantly, the Contracting Officer may adjust the total available fee pool for that year based upon the fee curves contained in the DOE Acquisition Regulations (DEAR).

Notwithstanding the paragraph above, removal of the Mission Support Contract scope of work prior to September 30, 2008, will not result in a downward adjustment of the available fee pool.

In addition, if compliance funding is obligated to the Contract, the fee pool amount will be increased by the additional BCWS multiplied by a fee percentage of 5.9%.

B.5 SINGLE FEE

The parties formerly agreed to a single fee pool for the Contractor and Assigned Personnel (under teaming arrangements) under Clause B.4 of this Contract as originally executed. Pursuant to the Contractor's reorganization, the concept of "major subcontractor" as originally proposed is no longer applicable to this Contract. The Contractor agrees that it will not charge costs to the Contract representing any fee or profit for a subcontractor managing any work scope previously managed by a major subcontractor.

B.6 OPTION EXERCISE REDUCTION OF TERM

The term of the Contract is extended for up to an additional two years with a Contract completion date of September 30, 2008. However, the work scope identified in Section C of the Contract as "Mission Support" may be awarded to a successor contractor prior to September 30, 2008. If award of the "Mission Support" work scope is made prior to September 30, 2008, then the Contractor agrees that the term of this Contract may be reduced from its current expiration date of September 30, 2008, for the "Mission Support" work scope. The new expiration date shall be set at the unilateral discretion of the Contracting Officer. The parties agree that the "Mission Support" part of the Contract shall expire on the new date set by the Contracting Officer and shall constitute completion of the "Mission Support" component of the Contract.

The Government's right to set an earlier contract completion date shall be in addition to the Government's rights established under the Section I Clause entitled, FAR 52.249-6, *Termination (Cost Reimbursement) (MAY 2004)*.

B.7 PERFORMANCE-BASED INCENTIVE TRANSITION

The Performance Objectives, Measures, Expectations and Incentives (PIs) incorporated in Section J, Appendix D of the PHMC through Contract Modification M244, dated April 5, 2006, will be cancelled as of October 1, 2006, except as directed by the Contracting Officer.

B.8 KE BASIN D&D OPTION

KE D&D is funded through May 31, 2007. In order to provide for additional work scope, the current work scope, as described in Section C, may be modified and extended at the unilateral option of the Government by written notice to the Contractor no later than March 31, 2007. The Option Period will extend through September 30, 2008, and the fee pool will be increased (KE Basin D&D BCWS for the period of June 1, 2007, through September 30, 2008, multiplied by a fee percentage of 5.9%). If the Government exercises this option, new performance expectations and PBIs will be established through existing procedures to cover the additional work.

PART I – THE SCHEDULE

SECTION C STATEMENT OF WORK

TABLE OF CONTENTS

C.1 Project Hanford Management Contract Overview	1
C.1.1 Hanford Site Cleanup Overview	2
C.1.2 Waste and Spent Nuclear Fuel (SNF) Management Operations Overview	3
C.1.3 Infrastructure and Hanford Site Services	4
C.1.4 Other Work Scope	5
C.1.5 Other Prime Contractors	5
C.1.6 Government Furnished Services or Information (GFS/I)	5
C.2 Project Hanford Cleanup Work Summary	8
C.2.1 100 Area Cleanup Work	8
C.2.1.1 100 Area Facility Cleanup	8
C.2.1.1.1 K Basin Deactivation	8
C.2.2 Central Plateau Cleanup Work	13
C.2.2.1 Central Plateau Facility Cleanup	13
C.2.2.1.1 Central Plateau Facilities	13
C.2.2.1.2 Plutonium Finishing Plant (PFP) Cleanup	14
C.2.2.1.3 Waste Encapsulation and Storage Facility (WESF) Cleanup	18
C.2.2.1.4 Railcar Disposition	19
C.2.2.2 Central Plateau Facility and Waste Site Surveillance and Maintenance	19
C.2.3 400 Area Cleanup Work	20
C.2.3.1 Fast Flux Test Facility (FFTF) Cleanup	20
C.2.4 Prepare Decisional Documents	21
C.2.5 Soil and Water Remediation	23
C.2.6 Remediation Definition and Analysis	26
C.3 Waste and SNF Management Operations	29
C.3.1 Canister Storage Building (CSB) & 200 Area Interim Storage Area (ISA)	29
C.3.2 Central Waste Complex (CWC)	30
C.3.3 Waste Receiving and Processing Facility (WRAP)	30
C.3.4 T Plant	31
C.3.5 Liquid Effluent Retention Facility (LERF)	32

C.3.6	200 Area Effluent Treatment Facility (ETF).....	33
C.3.7	200 Area Treated Effluent Disposal Facility (TEDF).....	33
C.3.8	300 Area Treated Effluent Disposal Facility (TEDF).....	34
C.3.9	Low-Level Waste Burial Grounds (LLBG).....	34
C.3.10	Mixed Waste Disposal Trenches (MWDT).....	35
C.3.11	Mixed Low-Level Waste Treatment.....	36
C.4	Infrastructure and Services.....	37
C.4.1	Infrastructure Key Areas Beyond FY 2008.....	37
C.4.2	Infrastructure Services.....	38
C.5	Other Work Scope.....	58
C.5.1	Environment, Safety, Health and Quality Assurance (ESH&Q).....	58
C.5.2	Emergency Management/Preparedness.....	61
C.5.3	Management Products and Controls.....	61
C.5.4	Legal Services and Litigation Management.....	67
C.5.5	Science and Technology Planning and Integration Management.....	67
C.5.6	Training.....	68
C.5.7	HAMMER (Hazardous Materials Management and Emergency Response).....	68
C.5.8	Architect Engineer/Construction Management.....	68
C.5.9	Direct Support to DOE/RL (U.S. Department of Energy, Richland Office).....	68
C.5.10	Request for Services Support.....	72
C.5.11	Mutual Aid Agreements.....	72
C.5.12	Contract Transition.....	72
C.6	Other Contractors.....	74
C.6.1	Advanced Technologies and Laboratories International, Inc. (ATL).....	75
C.6.2	AdvanceMed Hanford (AMH).....	75
C.6.3	Battelle Memorial Institute (BMI).....	76
C.6.4	Bechtel National, Inc. (BNI).....	76
C.6.5	CH2M HILL Hanford Group, Inc. (CH2M HILL).....	77
C.6.6	Confederated Tribes of the Umatilla Indian Reservation (CTUIR).....	77
C.6.7	Johnson Controls, Inc. (JCI).....	77
C.6.8	Washington Closure Hanford (WCH).....	77
C.6.9	Vista Engineering Technologies, LLC (Vista Engineering).....	78
C.7	Abbreviations and Acronyms.....	79

C.1 Project Hanford Management Contract Overview

The Hanford Site has two major missions: (1) cleanup, and (2) science and technology. There are two major U.S. Department of Energy (DOE) Office of Environmental Management (EM) programs associated with cleanup. One is the River Protection Project (RPP), which entails cleanup of Hanford Site tank waste, and is managed by the DOE Office of River Protection (ORP). The other is Project Hanford, which entails cleanup of the remainder of the Hanford Site, and is managed by the DOE Richland Operations Office (RL). The DOE Office of Science through the Pacific Northwest Site Office (PNSO) manages the science and technology mission. This Contract pertains to the cleanup activities associated with Project Hanford. This work shall be accomplished in a manner that achieves high levels of quality; protects the environment, the safety and health of workers and the public; and complies with requirements.

DOE and the Contractor recognize that under terms of the Contract clauses entitled, *Withdrawal of Work* and *Optional Services*, DOE may exercise its rights to modify this Statement of Work. DOE and the Contractor agree to negotiate a reasonable transition period for each change to minimize the impact on existing work being performed.

The following Sections provide an overview of the activities included in the Contractor Scope of Work. Details are contained in Sections C.2 through C.5. Each Section includes a table(s) as shown below, which contains a description of the scope, requirements associated with performing the scope, deliverables and/or completion points, and Government Furnished Services or Information (GFS/I).

If no specific due date or periodic requirement is identified, deliverables/completion points shall be completed by September 30, 2008. For deliverables/completions due dates with only a month specified, the due date will be at the end of the specified month.

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Life-cycle work scope that needs to be accomplished in support of the RL Project Hanford mission. Completion of the life-cycle work scope may extend beyond the Contract Period.	Contractor's key or unique requirements for work associated with funded scope during the Contract period of performance, including acceptance criteria where available. Requirements for additional scope that may be added during the Contract period if funding is provided at the compliance level are identified as "Included at Compliance Level." Requirements associated with life-cycle work scope that extend beyond the Contract Period are identified as "Post Contract Period." Requirement source documents are identified in Section J, Appendix C.	Contractor endpoints, work scope completions, products, reports, or commitments that will be delivered prior to end of contract.	Government furnished services or information that the Contractor needs to complete assigned work scope and deliverables/completion points.

The Contractor commitments for all Contractor assigned TPA milestones shall be as specified in Section J, Appendix F, Contract Period TPA Milestone List.

The Contractor shall include in the life-cycle baseline planning for activities to perform all Post-Contract Period requirements shown in Section C, *Statement of Work*, unless directed otherwise by RL. In addition, the Contractor shall achieve progress on all of the end-states that are defined

in the life-cycle baseline consistent with the cost and schedule objectives of the life-cycle baseline. These activities include, but are not limited to, the characterization and analysis that result from field investigations, analysis and selection of technology(ies), engineering and/or technical analyses, proposed waste disposal pathways, identification of required GFS/I, schedule(s), and cost estimate(s).

C.1.1 Hanford Site Cleanup Overview

The Hanford Site encompasses approximately 580 square miles and is divided into a number of areas. The 100 Area served as the irradiation area where fuel rods were placed in reactors and irradiated by nuclear fission reactions. The 200 Area served as the chemical-processing area where plutonium and uranium were separated from the residual activation and fission products using liquid chemical processes, and the 300 Area served as the fabrication area where uranium metal billets were fabricated into jacketed fuel rods suitable for loading into nuclear reactors. The 600 Area includes portions of the Hanford Site not included in the 100, 200, or 300 Areas and served primarily as transportation corridors and buffer zones between the fabrication, irradiation, and chemical-processing areas. Other designated areas of the Hanford Site include the 400 Area (Fast Flux Test Facility [FFTF]), 700 and 3000 Areas (RL and contractor offices in Richland, Washington), and the 1100 Area (equipment maintenance).

The cleanup activities considered part of this Contract involve the 100, 200, 300, 400 and 600 Areas and Groundwater. Key cleanup activities include:

- Remediation Definition and Analysis: Activities necessary to develop, integrate, investigate, analyze, optimize, and recommend remediation alternatives for surface cleanup, vadose zone, and groundwater decisions. Includes remediation strategies, planning, risk analyses, and integration to obtain *Comprehensive Environmental Response, Compensation, and Liability Act of 1980* (CERCLA) Record of Decisions (RODs).
- Facility Cleanup: Activities necessary to achieve a final end-state for the facility (e.g., deactivation, decontamination, decommission, demolition, entombment or dismantlement, and site restoration), including closure of any treatment, storage and disposal (TSD) facility. Safe and secure storage of nuclear material until these materials can be transferred to another facility, sold, or dispositioned. Activities also include nuclear material stabilization.
- Waste Site Cleanup: Activities necessary to complete the remediation in accordance with requirements of the *Hanford Federal Facility Agreement and Consent Order* (commonly known as the Tri-Party Agreement or TPA), *Resource Conservation and Recovery Act of 1976* (RCRA), or applicable CERCLA ROD or Action Memorandum. Remediation of an operable unit or a portion of an operable unit is complete when the regulator provides a certificate of completion or a corrective measures report in compliance with the TPA Section 7.3.10 and/or 7.4.4.

- **Facility and Waste Site Surveillance & Maintenance:** Activities necessary to ensure that a site or facility remains in a physically safe and environmentally secure condition. Includes periodic inspections and monitoring of the property, appropriate contamination control actions, and required maintenance of barriers controlling access.
- **Groundwater Protection:** Activities necessary to protect the Columbia River and the near-shore environment. Includes groundwater monitoring and remediation to control the migration of plumes that threaten groundwater quality beyond the boundaries of the Central Plateau.

Section J, Appendix E provides a listing of the facilities and waste sites that will be managed in accordance with Section C, *Statement of Work*. The facilities and waste sites are summarized in six tables containing information for the facility/waste site identifier, geographic area, reference to the applicable Statement of Work section(s) that describes scope associated with the facility/waste site during the contract extension period, and remaining post-contract period scope. The six tables are:

- Table E-1: EXISTING STRUCTURES
- Table E-2: DEMOLISHED STRUCTURES WITH REMAINING SLABS/POTENTIAL HAZARD
- Table E-3: WASTE SITES
- Table E-4: WASTE SITES TO BE DISPOSITIONED THROUGH FACILITY D&D
- Table E-5: CLOSED WASTE SITES WITH POST CLOSURE ACTIVITIES
- Table E-6: GROUNDWATER OPERABLE UNITS

C.1.2 Waste and Spent Nuclear Fuel (SNF) Management Operations Overview

Provide centralized facilities for the treatment, storage, and disposal of solid waste; interim safe storage for Hanford Site spent nuclear fuel (SNF); and treatment and disposal of liquid effluents in support of Hanford cleanup activities and DOE complex-wide projects. These activities include the management, operations, surveillance, monitoring, and maintenance of buildings, burial grounds, and current waste inventories. Key waste and SNF operations activities include:

- **Safe and Compliant Operations:** Activities necessary to ensure facilities, structures, operating systems and equipment, and monitoring systems are maintained within the authorization basis until the facilities are transferred for cleanup. Secondary waste streams are prepared and packaged for disposition, as required, and disposed, as appropriate. Radiological control and access control are maintained to ensure personnel safety.
- **Treatment:** Activities necessary to prepare existing waste in storage and newly generated wastes resulting from clean-up operations for disposal. This includes preparation and packaging of SNF from dry storage for disposal. Treatment is considered complete when the wastes are made disposition ready and transferred to interim storage or the appropriate disposition system.

- **Storage Pending Disposition:** Activities necessary to provide interim storage for treated wastes for which there are no national policies for disposition. The wastes will be stored until such time as a national policy is determined and then disposed in accordance with that policy. SNF and wastes for which there is a national disposal policy, but for which the disposal facility is not yet in operation, will be stored until the disposal facility is ready to accept the SNF and waste.
- **Disposition:** Activities necessary to dispose waste and SNF on-site at an approved disposal facility or to transport it to sites identified by national policy to receive the wastes and SNF. Waste and SNF is considered to be dispositioned when it is accepted at the disposal facility or receiving site.

C.1.3 Infrastructure and Hanford Site Services

Maintain a viable site infrastructure to support the Hanford mission beyond FY 2008. Support the Hanford Site cleanup and science and technology missions by providing site services to all site contractors. The Contractor shall provide “ready to serve capacity” to perform the Scope in this Contract. Key activities include:

- **Analytical Services:** Activities necessary to acquire samples and accurately describe the composition or other qualities. This includes expertise in chemistry and data quality, field and sampling services, and waste and environmental sample analysis.
- **Emergency Response:** Activities necessary to respond to events, such as, fire, medical, rescue, and hazardous materials emergencies.
- **Information Resource Management:** Activities necessary to provide telecommunications, computer software, hardware, and programming support; and operate the business systems.
- **Maintenance:** Activities necessary to sustain performance and serviceability of equipment, vehicles, roads, grounds, and general-purpose facilities, including support to other contractors as identified in Section C.6.
- **Property Disposition:** Activities necessary to disposition property determined to be excess and devalued to zero (\$0).
- **Safeguards and Security:** Activities necessary to provide qualified security officers, provide special nuclear material (SNM) control and accountability, protect site assets, control access, track radioactive shipments, and provide round-the-clock threat response.
- **Utilities:** Activities necessary to provide electricity, water, sanitary sewer, and solid sanitary waste disposal.

C.1.4 Other Work Scope

This Contract includes additional work scope not solely associated with site cleanup, waste and SNF management operations, or site services necessary for the successful accomplishment of the Contract. The work scope includes Environment, Safety, Health & Quality (ESH&Q) support and Emergency Management and Preparedness for Contract activities and assigned facilities, Contractor Project Management activities and products, and support provided directly to RL and request-for-service activities.

C.1.5 Other Prime Contractors

The Contractor may provide services to and receive services from other prime contractors by memoranda of agreement. The Contractor is responsible for interfacing and coordinating with other Hanford Site prime contractors in the performance of its work.

C.1.6 Government Furnished Services or Information (GFS/I)

The Contractor shall provide the DOE Contracting Officer quarterly projections of required GFS/I. Amendments to the projection, if any, will be provided to the DOE Contracting Officer 45 days in advance of the need date (Note: all durations in this Section refer to "calendar" days). DOE will review each Contractor quarterly or individual projection. Within 15 days of receipt, DOE will notify the Contractor whether it will accept the requested GFS/I. If DOE cannot provide GFS/I identified in this Section and Sections C.2 through C.5 of this Contract, then it will be treated as a change in accordance with the "*Change – Cost-Reimbursement*" Clause in this Contract.

A technically defensible basis for documentation shall be provided by the Contractor. DOE will be responsible for obtaining necessary regulator approvals.

Safety Basis Documents

DOE will review and approve safety basis documents submitted by the Contractor as required by the terms and conditions of the Contract and identified in the GFS/I column in Sections C.2 through C.5 of this Contract. DOE and the Contractor shall use a collaborative process in ensuring safety basis documents are developed in a quality manner, meeting applicable laws and DOE directives, and are reviewed and approved in a timely manner. DOE will perform a completeness and policy review of the submitted documents to determine acceptability for review. If DOE determines that the documents are not acceptable, the Contractor will be notified in writing. The review cycle will re-start upon Contractor re-submittal. DOE will review Contractor safety basis documents and either approve (with or without comments) or disapprove (with comments and basis) as follows unless otherwise specified in Sections C.2 through C.5:

- Documented Safety Analysis (DSA)/Technical Safety/Requirement (TSR) – 112 days
- Preliminary DSA – 112 days
- TSR – 56 days

- Minor safety basis change – 42 days
- Major safety basis change – 56 days
- Authorization Agreements – 30 days
- Hazard Category Downgrade – 42 days
- Annual update to DSA – 56 days
- Unreviewed safety question/justification for continued operations – 42 days
- Health and Safety Plan – 70 days
- Safety analysis reports for packaging (on-site) – 84 days.

Removal Action Documents

The Contractor shall work directly with DOE and the appropriate regulatory agency(ies) to prepare documents to support CERCLA removal actions. For Sampling and Analysis Plans, this advanced preparation and involvement is intended to support the subsequent RL and/or regulatory agency approval within 45 days of Contractor submittal to DOE. If the DOE Remedial Project Manager determines that the documents are not acceptable, the Contractor will be notified in writing within 15 days of the submittal. The review cycle will re-start upon Contractor re-submittal.

Engineering Evaluation/Cost Analyses (EE/CAs)

Within 14 days of draft (revision 0) EE/CA submittal, DOE will, in coordination with appropriate regulatory agencies, provide the 30-day fax notification prior to the start of public review/comment, in accordance with the Hanford Site Community Relations Plan. Within 130 days from fax notification, DOE will provide an approved action memorandum.

Remedial Action Documents

The Contractor shall submit Decisional Draft documents to DOE for review and comment (submittal may be informal). Within 14 days of submittal, DOE will review the documents and provide comments to the Contractor for incorporation into a Draft A document (comments may be provided informally). Following an accepted Contractor submittal of the Draft A document, DOE will transmit the documents to the regulators within 14 days of receipt of the document from the Contractor. Reviews will be conducted by the regulators in accordance with TPA review schedules. The Contractor shall resolve regulatory comments and prepare a Revision 0 document, and formally submit all final remedial action documents to DOE. If a Draft B document is required to support a public review, the same time frames will apply.

The Contractor baseline will include review and comment periods for regulatory agency approval of remedial action documents in accordance with the TPA action plan, Section 9, as follow, unless otherwise agreed to by the Contractor and DOE:

- RI/FS and RFI/CMS work plans – 225 days from DOE transmittal to regulatory agency approval

- Other primary documents (e.g., Proposed Plan, Remedial Design Report) – 210 days from DOE transmittal to regulatory agency approval
- Secondary documents (e.g., Treatability Test Plans, Sampling and Data results) – 75 days from DOE transmittal to regulatory agency approval.
- Documents not specifically identified as primary documents (e.g., Sampling and Analysis Plans, Sampling and Analysis Instructions) will follow review and comment period for secondary documents.

The Contractor shall prepare and submit to DOE for review and approval for Notice of Construction (NOC) applications, as necessary, for PHMC work scope. DOE will transmit the NOC application to WDOH within 30 days of receipt of the application from the Contractor. The Contractor baseline will include a 90 review and comment period for regulatory agency approval of the NOC application.

Remediation Waste Disposal

DOE will direct the RCC to coordinate with the Contractor, and support disposal of remediation wastes at ERDF, including providing shipping containers, transportation, and waste unloading at ERDF.

C.2 Project Hanford Cleanup Work Summary

C.2.1 100 Area Cleanup Work

C.2.1.1 100 Area Facility Cleanup

C.2.1.1.1 K Basin Deactivation

C.2.1.1.1.1 Maintain Safe and Compliant 100 K Area Facilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Operate and maintain assigned 100 K Area facilities and associated waste sites, structures, operating systems and equipment, and monitoring systems within the authorization basis. Prepare and package waste streams for disposition, as required, and dispose, as appropriate. Maintain radiological control and access control to ensure personnel safety.	<p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> HNF-5356, <i>K Basins Closure Project Authorization Agreement</i> 	CD0001 Authorization Agreement for K-Basins (review annually and update as necessary)	None Identified

C.2.1.1.1.2 Maintain Safe & Compliant SNF Storage in K Basins

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETION	GFS/GFI
Provide safe and compliant storage of SNF at K Basins until it has been removed.	<p>For safeguards purposes, the K Basin sludge shall be managed as SNF while in the basins, but SNM accountability requirements shall not apply to sludge subsequent to sludge being containerized and safeguard requirements terminated.</p> <p>This work scope shall be done in compliance with:</p> <ul style="list-style-type: none"> CRD M 470.4-6 (Supp Rev 0), <i>Nuclear Material Control and Accountability</i> CRD O 470.1, Chg 1 (Supp Rev 1), <i>Safeguards and Security Program Requirements</i> HNF-5356, <i>K Basins Closure Project Authorization Agreement</i> 	None Identified	None Identified

C.2.1.1.1.3 Remove K Basins SNF

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Remove found fuel fragments and scrap from the K Basins.	<p>All found fuel fragments and scrap from both K East (KE) Basin and K West (KW) Basin shall be readied for packaging, processing, and shipping to the Canister Storage Building (CSB). Fuel remains stored at KW awaiting shipment to CSB.</p> <p>Transfer found fuel and scrap from KE Basin to KW Basin.</p>	CD0465 Found fuel and scrap removed from KE Basin. Due: May 31, 2007	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>Included at Compliance Level:</p> <p>Ship found fuel and scrap loaded into Multi-Canister Overpacks. Conduct any required operational readiness activities to obtain startup authorization. Prepare and load found fuel/scrap into MCOs and ship to CSB.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> 61 FR 10736, March 15, 1996, Doc. 96-6291, <i>Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005</i> CRD Order (O) 461.1A (Supp Rev 0), <i>Packaging and Transfer or Transportation of Materials of National Security</i> DOE/RL-89-10, <i>Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)</i>, Revision 6 HNF-5356, <i>K Basins Closure Project Authorization Agreement</i> 	<p>CD0466 SARP/AB changes required for packaging of different fuel types Due: September 30, 2007</p>	<p>GF0123 National Spent Fuel program approval of SARP/AB</p>

C.2.1.1.1.4 Dry Fuel and Scrap

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Load MCOs with found fuel and scrap from KE and KW Basins, dry the multi-canister overpack (MCO) and fuel or scrap to remove free water, and transport the loaded MCO to the CSB.</p>	<p>Included at Compliance Level:</p> <p>Fuel and scrap removed from the K Basins shall be stabilized for on-site storage in the 200 Area.</p> <p>Water from the K Basins and Cold Vacuum Drying Facility (CVDF) shall be treated through ion-exchangers to maintain safe conditions within the basins.</p> <p>Conduct any required operational readiness activities to obtain startup authorization. Ship dry fuel and scrap from CVDF to CSB in up to three MCOs.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> CRD O 460.2, Chg 1, <i>Departmental Materials Transportation & Packaging Management</i> 	<p>CD0466 SARP/AB changes required for packaging of different fuel types Due: September 30, 2007</p>	<p>GF0123 National Spent Fuel program approval of SARP/AB</p>

C.2.1.1.1.5 Remove K Basins Sludge

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Retrieve all remaining sludge from K East Basin and K West Basin. Consolidate sludge and store in appropriate containers located in K West Basin until transferred for treatment.</p>	<p>K East Basin sludge removed, as required, to allow disposal of material resulting from basin demolition as low-level waste.</p> <p>Applicable DNFSB and TPA milestones include:</p> <ul style="list-style-type: none"> DNFSB 2001-1-CN-122E, <i>If required, complete removal of filter back-flush sludge from K East North Load Out Pit by May 2007</i> 	<p>CD0467 DNFSB 2001-1-CN-119E: Bulk sludge containerization of K East Basin sludge completed Due: October 2006</p>	<p>None Identified</p>
		<p>CD0468 DNFSB 2001-1-CN-120E: Containerized sludge removed from K East Due: May 2007</p>	<p>None Identified</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<ul style="list-style-type: none"> • Defense Nuclear Facilities Safety Board (DNFSB) 2001-1-CN-119E, <i>Complete bulk sludge containerization of K East Basin sludge by October 2006</i> • DNFSB 2001-1-CN-120E, <i>Complete removal of containerized sludge from K East by May 2007</i> • DNFSB 2001-1-CN-119W, <i>Complete bulk sludge containerization of K West Basin sludge by July 2007</i> • TPA Milestone M-034-34, <i>Complete Removal of K East sludge by 31 May 2007</i> • TPA Milestone M-034-35A, <i>Containerize K West Sludge – All K West bulk sludge is placed in containers by 31 July 2007</i> • TPA Milestone M-034-35B, <i>Containerize K West Sludge – Complete final pass cleanup by 31 January 2008</i> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • 61 FR 10736, March 15, 1996, Doc. 96-6291, <i>Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005</i> • CRD O 460.2, Chg 1, <i>Departmental Materials Transportation & Packaging Management</i> • DOE/RL-89-10, <i>Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)</i>, Revision 6 • HNF-5356, <i>K Basins Closure Project Authorization Agreement</i> 	CD0469 DNFSB 2001-1-CN-122E: If required, complete removal of filter back-flush sludge from K East North Load Out Pit Due: May 2007	None Identified
		CD0470 TPA Milestone M-034-34: K East sludge removed Due: May 31, 2007	None Identified
		CD0471 DNFSB 2001-1-CN-119W: Bulk sludge containerization of K West Basin sludge completed Due: July 2007	None Identified
		CD0472 TPA Milestone M-034-35A: All K West Basin bulk sludge placed in containers. Due: July 31, 2007	GF0124 The bulk sludge end point criteria is approved by RL within 60 days of FH submittal
		CD0473 TPA Milestone M-034-35B: Final pass of K West Basin sludge cleanup complete. Due: January 31, 2008	None Identified

C.2.1.1.1.6 Disposition 105 K East Basin

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Deactivate K East Basin and isolate from 105 K East Reactor. Remove and stabilize radioactive material inventory by encapsulating material in place as required to support risk reduction and disposal of demolished basin material as low-level waste. Remove water from basins, treat water with existing water treatment systems, and transport water to the 200 Area Effluent Treatment Facility (ETF) for final treatment and disposal. Demolish the K East Basin and superstructures, and transport to the Environmental Restoration Disposal Facility (ERDF) for disposal.	The Contractor shall complete readiness to hydrolase and initiate KE hydrolasing.	CD0474 K East Basin grouted and dewatered, contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8.	None Identified
	Install KE sand filter replacement system.	To the extent possible, prepare K East equipment for hazard category downgrade.	None Identified
	Included at Compliance Level:		
	Contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8, the following requirements apply:	CD0475 KE Basin downgraded to below Hazard Category 3 status, contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8.	None Identified
	After treatment through ion-exchangers, the water from K Basins shall be transported to the 200 Area ETF or other alternative location consistent with basin end-point criteria contained within HNF-20632, <i>End-Point Criteria for K Basin Interim Remedial Action</i> .	CD0476 Immobilized ion exchange columns and sand filters, contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8.	None Identified
Complete grout and dewater K East Basin.	CD0477 AB changes necessary to support removal of SRS	None Identified	
Complete immobilization of ion-exchange			

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>columns and sand filters. Complete downgrade of KE Basin to below Hazard Category 3 status.</p> <p>Complete superstructure removal</p> <p>Demolition waste material will meet the Waste Acceptance Criteria for disposal in ERDF.</p> <p>Post Contract Period:</p> <p>TPA Milestone M-034-32, <i>Complete removal of K East upper building and basin structures by 31 March 2007</i> (date unachievable, TPA milestone will need to be renegotiated).</p> <p>K East Fuel Storage Basin removed for turnover to the River Corridor Closure Contract (Contract No. DE-AC06-05RL14655).</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • 61 FR 10736, March 15, 1996, Doc. 96-6291, <i>Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005</i> • DOE/RL-89-10, <i>Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)</i>, Revision 6 • HNF-5356, <i>K Basins Closure Project Authorization Agreement</i> 	<p>equipment as needed to facilitate Sand Filter and IXC immobilization, contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8.</p> <p>CD0478 K East Basin Superstructure removed, contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8.</p>	<p>None Identified</p>

C.2.1.1.1.7 Disposition 105 K West Basin

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Subsequent to the transfer of sludge for treatment and packaging, and transfer of all found fuel fragments/scrap, deactivate K West Basin and isolate from 105 K West Reactor. Remove and stabilize radioactive material inventory by encapsulating material in place as required to support risk reduction and perform activities to allow facility hazard classification downgrade from a nuclear facility to a radiological facility, with the exception of containerized sludge removal.</p>	<p>To the extent possible, prepare K West equipment for hazard category downgrade.</p> <p>Included at Compliance Level:</p> <p>Contingent on receiving direction and funding from DOE, the Contractor shall develop plans to separate KW basin from the 100 K Area ancillary facilities to allow independent operation. Implement plans as agreed to with DOE-RL</p> <p>Post Contract Period:</p> <p>Complete garnet filter media disposal.</p> <p>KW Fuel Storage Basin turned over to RCC in place with basin full of water, installed equipment, debris, and residual contamination remaining (fuel and sludge removed).</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • 61 FR 10736, March 15, 1996, Doc. 96-6291, <i>Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005</i> • DOE/RL-89-10, <i>Hanford Federal Facility Agreement and Consent Order (Tri-Party</i> 	<p>None Identified</p>	<p>None Identified</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	Agreement), Revision 6 <ul style="list-style-type: none"> HNF-5356, K Basins Closure Project Authorization Agreement 		

C.2.1.1.1.8 Treat and Package Basin Sludge

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Design, fabricate, install and test the system to be used for transferring sludge from K West Basin to the sludge treatment system. Design, fabricate, install, and test the system to be used for treating K Basin sludge. Operate the Sludge Transfer and Sludge Treatment Systems to treat K Basin sludge. Package K Basin sludge to prepare for interim storage by others.	<p>Conduct design, safety analysis, procurement and installation of components to support the treatment and packaging of K Basins sludge to meet Buyer's Waste Acceptance Criteria (BWAC) specified in the K Basins Closure Stabilization and Packaging subcontract (no. 25147).</p> <p>Included at Compliance Level:</p> <p>The end-state characteristics of treated sludge and its package shall be capable of meeting Buyer's Waste Acceptance Criteria (BWAC) specified in the K Basins Closure Stabilization and Packaging subcontract (no. 25147).</p> <p>Complete CVDF modifications required for installation of Contractors Sludge Stabilization and Packaging System (CSAPS).</p> <p>Prepare and submit Sludge Treatment DSA to DOE for approval.</p> <p>Complete installation of Sludge Retrieval and Transfer System in K West Facility and Contractors Sludge Stabilization and Packaging System (CSAPS) in CVD.</p> <p>Initiate Construction Acceptance Testing of Contractors Sludge Stabilization and Packaging System (CSAPS).</p> <p>Post Contract Period:</p> <p>Treat, package, and prepare sludge for interim storage.</p> <p>The following milestones require negotiation of revised due dates:</p> <ul style="list-style-type: none"> TPA Milestone M-034-30, <i>Initiate Sludge Treatment – Treat and package the first unit of sludge into a form that is certifiable for disposal by December 31, 2008</i> (Associated GFS/I – Offsite Disposal Waste Acceptance Criteria for disposal of RH-TRU at WIPP) DNFSB 2001-1-CN-120W, <i>Complete removal and packaging of containerized sludge by November 2009</i> TPA Milestone M-034-31, <i>Complete Sludge Treatment –Treat and package all the sludge for disposal off site by November 2009</i> 	<p>CD0479 Complete design and procurement of Contractors Sludge Stabilization and Packaging System (CSAPS). Due: September 30, 2007</p>	<p>GF0125 DOE approval of FH recommendation regarding the need for additional K Area sub-surface characterization. Due: October 31, 2006</p>
		<p>CD0480 Major CVDF modifications completed as necessary to begin installation of Contractors Sludge Stabilization and Packaging System (CSAPS). Due: September 30, 2007</p>	<p>None Identified</p>
			<p>GF0126 Compliance funding commitment from DOE for FY 2008 for sludge treatment by February 28, 2007, or direction from DOE to replan sludge treatment work scope, including FY 2007 by December 31, 2006</p>

C.2.1.1.1.9 Transition 100 K Area Ancillary Facilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Deactivate 100K Basin ancillary facilities for transfer to the organization responsible for final disposition activities.	<p>Prepare transition plan for turnover of 100K Area Ancillary Facilities to the River Corridor Closure Contractor. This plan identifies the timing and sequencing of turnover of ancillary facilities, focusing on accelerated transfer of all K Basins facilities with the exception of the facilities required to support sludge treatment.</p> <p>Included at Compliance Level:</p> <p>Contingent on receiving direction and funding from DOE, the Contractor shall Transition 100K Area Ancillary Facilities as defined in the Transition Plan(s).</p> <p>Post Contract Period:</p> <p>The Contractor shall deactivate the 100K ancillary facilities including CVDF in accordance with the End Point Criteria agreement between the Contractor and the River Corridor Contractor.</p> <p>The Contractor shall deactivate the K Basin ancillary facilities and transfer them to the River Corridor Contractor.</p>	<p>CD0481 Contractor transition plan for transition of 100K Area ancillary facilities to the River Corridor Closure Contractor.</p>	None Identified

C.2.2 Central Plateau Cleanup Work

C.2.2.1 Central Plateau Facility Cleanup

C.2.2.1.1 Central Plateau Facilities

C.2.2.1.1.1 Disposition Central Plateau Facilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Perform the facility assessment and submit for the lead regulating agency and DOE decision. Perform transition activities (e.g., flush, isolate and blank process or sub-process systems; remove radioactive and hazardous materials and mixed wastes; deactivate non-essential systems and utilities; remove excess materials and equipment). Achieve the final end-state for the facility (e.g., entombment or dismantlement and site restoration) including closure of any TSDs. At the point where all systems and spaces at the facility achieve their respective end-state condition, disposition is achieved and the DOE will verify the end-state.	The Contractor shall develop and initiate an integrated cleanup approach for the U Plant, ancillary facilities, surrounding waste sites, and pipelines.	<p>CD0482 Draft A, U Plant CDI RD/RA workplan to RL Due: December 15, 2006</p>	None Identified
	The Contractor shall develop and initiate an integrated cleanup approach for the Plutonium Uranium Extraction (PUREX) facility and other canyon facilities.	<p>CD0483 Systems engineering management plan that depicts the functional hierarchy of functions and systems to meet the 221-U Facility Canyon Disposition Initiative ROD and mission needs. Due: December 31, 2006</p>	None Identified
	The Contractor shall integrate canyon Remedial Investigation/Feasibility Study (RI/FS) and Remedial Decision/Remedial Action (RD/RA) activities with Central Plateau, and soil and water remediation activities.	<p>CD0484 Ten high risk industrial facilities demolished to slab on grade Due: June 30, 2007</p>	None Identified
	The Contractor shall deactivate or disposition		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	facilities as identified by DOE. The Contractor shall demolish to slab-on-grade ten high risk industrial facilities from the list below:	CD0485 U Plant Canyon Facility Waste Acceptance Study. Due: June 30, 2007	None Identified
	<ul style="list-style-type: none"> • 607 Storage Shed • 2231E Storage Building • 2232E Storage Building (Ladders) • 2233E Storage Building • 2259W Pipefitters Storage • 2306W Gas Bottle Storage Skid Shack • 2307W Pipefitter Storage Skid Shack • 2314W Bench Stock Storage (Skid Shack) • 2315W Ice House (Skid Shack) • 252E Electrical Switching Station 13.8kV • 252W Electrical Switching Station – 13.8kV • 2701EC Guard Station for 209E • 2701M Office Building • 2704W Office Building • 2710E Coal Handlers Shelter • 2710W Coal Handlers Shelter • 2715M Paint Storage Building • 2722W Welding Laboratory Building • 2723W Mask Laundry and Office Building • 506B Telephone Storage Building • 622D Environmental Support Storage Building • 622F Environmental Support Field Office Bldg • 622G Atmosphere Science Annex • MO040 Mobile Office • MO405 Mobile Office • MO943 Mobile Office – Storage • MO991 Mobile Office at 200E Unsecured Core Area 	CD0486 U Plant Accelerated Closure Engineering Studies: <ul style="list-style-type: none"> • U Plant Void Fill Analysis and Installation Plan • Railroad Tunnel Reactivation Study • Systems (HVAC, Crane, Electrical) Reactivation Study • Deck Cleanup Study • Cell 30 Tank Contents Removal Plan Due: June 30, 2007	None Identified
		CD0487 Safety basis document defining appropriate controls to allow disposition of U Plant Cell 30 tank contents. Due: June 30, 2007	None Identified
	<p>Post Contract Period:</p> <p>The Contractor shall disposition the assigned Central Plateau facilities in compliance with regulator and DOE decisions.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • HNF-19225, <i>U Plant Authorization Agreement</i> • <i>Record of Decision 221-U Facility (Canyon Disposition Initiative) Hanford Site, Washington</i>; dated September 30, 2005. 	CD0488 Project Management Plan for disposition of remaining canyon facilities outlining a path to key decision documents and records of decision with consideration for completion in 2024. Due: September 30, 2007	None Identified

C.2.2.1.2 Plutonium Finishing Plant (PFP) Cleanup

C.2.2.1.2.1 Maintain Safe and Secure SNM

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide safe and compliant storage of Special Nuclear Material (SNM) at PFP until it has	The Contractor shall meet the international safeguards agreements (including the	CD0261 Nuclear Materials	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>been removed from the PFP complex.</p>	<p>International Atomic Energy Agency [IAEA] requirements) for nuclear materials at PFP assigned to IAEA.</p> <p>The Contractor shall support DOE and the U.S. State Department nuclear non-proliferation objectives.</p> <p>The Contractor shall support on-site IAEA visits, activities, and nuclear transactions.</p> <p>The Contractor shall perform 3013 Integrated Surveillance Program activities:</p> <ul style="list-style-type: none"> • Annual non-destructive evaluation • Maintain and update 3013 database • Complete prompt gamma analysis of oxide containing material. <p>The Contractor shall maintain capability for SNM stabilization and packaging to support safe storage of SNM material.</p> <p>Immediately upon SNM de-inventory and Protected Area elimination, and after limited areas are no longer required, CRD O 473.2, CRD M 473.1-1, and CRD 5480.20A shall no longer apply to PFP.</p> <p>Immediately upon SNM de-inventory CRD O 142.2 shall no longer apply to PFP.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • HNF-9830, <i>Plutonium Finishing Plant Authorization Agreement</i> • 10 CFR 830, <i>Nuclear Safety Management</i>, Subpart B, "Safety Basis Requirements." • CRD O 420.1B (Supp Rev 0), <i>Facility Safety</i>. • HNF-7098, <i>Criticality Safety Program</i>. • CRD 5480.20A, <i>Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities</i>. • CRD O 142.2, <i>Safeguards Agreement and Protocol with the International Atomic Energy Agency</i>. • CRD O 460.1B, <i>Packaging and Transportation Safety</i>. • CRD O 470.1, Chg 1 (Supp Rev 1), <i>Safeguards and Security Program Requirements</i>. • CRD O 473.2, <i>Protective Force Program</i>. • CRD M 470.4-6 (Supp Rev 0), <i>Nuclear Material Control and Accountability</i> • LA-UR-00-3245, <i>Integrated Surveillance Program (ISP) in Support of Long-Term Storage of Pu-Bearing Materials</i>. <p>Additional requirements pertaining to stabilization and packaging:</p> <ul style="list-style-type: none"> • G-ESR-G-00035, Rev. 1, dated July 26, 2000, <i>Savannah River Site Stabilization and Packaging Requirements for Plutonium Bearing Materials in Storage</i>. • DOE-STD-3013, <i>Stabilization, Packaging and Storage of Plutonium-Bearing Materials</i> • DOE/EIS-0244-FS-1, "SA" • DOE/EIS-0244-FS-2, "SA" 	<p>Management and Safeguards System (NMMSS) T-147 Project Number worksheet, Chapter VIII review Due: Annually</p>	

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<ul style="list-style-type: none"> • DOE/EIS-0244-FS-3, "SA" • DOE/EIS-0244-FS-4, "SA" • DOE/EIS-0244-FS-5, "SA" • DOE/EIS-0244-FS-6, "SA" • DOE/EIS-0244-FS-7, "SA" • DOE/EIS-0244-FS-8, "SA" • DOE/EIS-0244-FS-9, "SA" • DOE/EIS-0244F, <i>Record of Decision for Plutonium Finishing Plant Stabilization Final EIS</i>, June 1996. • DOE/WIPP-02-3122, Rev. 0.1, <i>Contact-Handled Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant</i> 		

C.2.2.1.2.2 Maintain Safe and Compliant PFP

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the PFP facilities and associated waste sites, structures, operating systems and equipment, and monitoring systems within the authorization envelope. Maintain radiological control and access control to ensure personnel safety.	<p>Included at Compliance Level:</p> <p>The Contractor shall initiate design and procurement to upgrade/repair the criticality alarm and MICON systems.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • HNF-9830, <i>Plutonium Finishing Plant Authorization Agreement</i> • HNF-7098, <i>Criticality Safety Program</i>. • 10 CFR 830, <i>Nuclear Safety Management</i>, Subpart B, "Safety Basis Requirements." • CRD O 420.1B (Supp Rev 0), <i>Facility Safety</i>. • CRD O 460.1B, <i>Packaging and Transportation Safety</i>. • CRD M 470.4-6 (Supp Rev 0), <i>Nuclear Material Control and Accountability</i> • CRD O 461.1A (Supp Rev 0), <i>Packaging and Transfer or Transportation of Materials of National Security Interest</i> • CRD O 470.1, Chg 1 (Supp Rev 1), <i>Safeguards and Security Program Requirements</i> 	CD0020 Authorization Agreement for PFP (review annually and update as necessary)	None Identified
		CD0489 234-5Z roof repair completed Due: March 31, 2007	None Identified
		CD0021 Existing PFP DSAs and hazard analysis data updated Due: Annually	None Identified

C.2.2.1.2.3 Disposition SNM

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Disposition SNM packaged in compliance with DOE-STD-3013-2004 and unirradiated fuel by transporting to a DOE approved storage facility off the Hanford site. Disposition slightly irradiated fuel by transporting to a DOE approved storage facility out of the PFP protected area. Disposition miscellaneous nuclear materials (sources/standards) not needed to support decontamination and decommissioning (D&D) of PFP or management of the SNM inventory.	<p>SNM shall be packaged in certified packages for transport in accordance with applicable shipper/receiver agreements, Safety Analysis Report for Packaging (SARP), and Certificate of Compliance.</p> <p>All off-site shipments of plutonium shall be by SGT in compliance with applicable DOE, U.S. Department of Transportation and U.S. Nuclear Regulatory Commission requirements and regulations.</p> <p>Post Contract Period:</p> <p>The Contractor shall complete deinventory of PFP such that safeguards and security</p>	CD0490 3013 containers packaged and shipped to a DOE-approved storage facility off the Hanford Site to support completion of 3013 and unirradiated fuel de-inventory by September 30, 2009	GF0127 DOE will initiate procurement of approximately 1000 additional 9975 shipping containers (at an estimated cost of \$8,602/container) within 30 days of authorization to ship with delivery in time to support required 3013 shipping schedule
			GF0128 DOE will provide the necessary SGTs to support completion of 3013 de-

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>controls for a protected area are no longer required by 31 May 2010.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • HNF-9830, <i>Plutonium Finishing Plant Authorization Agreement</i> • HNF-7098, <i>Criticality Safety Program</i>. • 10 CFR 830, <i>Nuclear Safety Management, Subpart B, "Safety Basis Requirements."</i> • CRD O 420.1B (Supp Rev 0), <i>Facility Safety</i>. • CRD O 460.1B, <i>Packaging and Transportation Safety</i>. • CRD O 460.2, Chg 1, <i>Departmental Materials Transportation & Packaging Management</i>. • DOE-STD-3013, <i>Stabilization, Packaging and Storage of Plutonium-Bearing Materials</i>. • DOE/EIS-0283, <i>Record of Decision for the Surplus Plutonium Disposition Final EIS</i> (for information only) <p>Additional requirements for disposition of materials packaged for disposal:</p> <ul style="list-style-type: none"> • Material that meets the Waste Isolation Pilot Plant (WIPP) Waste Acceptance Criteria shall be disposed as transuranic (TRU) or TRU-Mixed Waste. • Low plutonium content material that meets Hanford Solid Waste Acceptance Criteria shall be disposed as Low Level or Low Level-Mixed Waste. • DOE/RL-2005-14, Revision 0, <i>Removal Action Work Plan for the Plutonium Finishing Plant Above-Grade Structures: Facility Deactivation</i>. (not applicable to the vault complex) • DOE/WIPP-02-3122, Revision 0.1, <i>Contact-Handled Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant</i>. 		<p>inventory by 2009 with no more than 3 SGT convoy shipments in any one month</p> <p>GF0129 DOE will provide the Contractor authorization to ship 3013 containers three months prior to start of shipments</p> <p>GF0130 DOE will provide NNSA-OST Arm/Disarm training within 30 days of authorization to ship</p> <p>GF0131 DOE will provide SRS approval of the pending revision to the Shipper-Receiver Agreement within 30 days of authorization to ship.</p> <p>GF0132 DOE will certify the Hanford Un-irradiated Fuel Package for use by February 28, 2008</p> <p>GF0133 DOE will authorize early procurement of the HUFPP by December 31, 2007</p>

C.2.2.1.2.4 Disposition PFP

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Disposition PFP buildings to slab-on-grade condition. Prepare and package waste streams for disposition, as required, and dispose, as appropriate.	Underground equipment and tanks (e.g., septic tanks, fuel tanks, waste tanks) and utilities (e.g., drain lines, ducts, power lines, cathodic protection, etc.) will not be remediated and will be left in place, unless specifically noted in the end point criteria document.	CD0491 Operator Certification and Professional Engineer Certification on the RCRA 241-Z Closure submitted to DOE. Due: March 30, 2007	None Identified
	The Contractor shall complete the RCRA Closure Certifications for 241-Z facility.	CD0492 241-Z transitioned to demolition ready condition Due: June 30, 2007	None Identified
	The Contractor shall complete dismantlement of the 241-Z facility.	CD0493 241-Z demolished to slab-on-grade Due: September 30, 2007	None Identified
	The Contractor shall prepare necessary regulatory documentation to initiate transition of the 216-Z-9 Crib Complex.	CD0494 Removal Action Work Plan	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	The Contractor shall implement the necessary lay-up activities to place PFP in safe configuration until D&D resumes.	for the 216-Z-9 Crib Complex submitted to DOE Due: September 30, 2008	
	Included at Compliance Level: Complete planned FY08 performance requirements contained in the HNF-29564, Rev 0, <i>Plutonium Finishing Plant 2006 Lay-Up Plan</i> .	CD0495 Complete 216-Z-9 Facility Condition Characterization Due: September 30, 2008	None Identified
	This work scope shall be performed in compliance with:	CD0496 Internal cleanout of 8 contaminated gloveboxes completed. Due: September 30, 2007	None Identified
	<ul style="list-style-type: none"> • HNF-9830, Revision 0, <i>Plutonium Finishing Plant Authorization Agreement</i>. • DOE/RL-96-82, Revision 1, <i>Hanford Facility Dangerous Waste Closure Plan, 241-Z Treatment and Storage Tanks</i>. • DOE/RL-2005-14, Revision 0, <i>Removal Action Work Plan for the Plutonium Finishing Plant Above-Grade Structures: Facility Deactivation</i>. • DOE/RL-2005-15, Revision 0, <i>Removal Action Work Plan For The Plutonium Finishing Plant Above-Grade Structures: Ancillary Facility Demolition</i>. • NMS-16404, Revision 0, <i>Plutonium Finishing Plant (PFP) Complex End Point Criteria</i>. • HNF-29564, Revision 0, <i>Plutonium Finishing Plant 2006 Lay-up Plan</i>. • HNF-29561, Revision 0, <i>Plutonium Finishing Plant Chemical Hazards Assessment FY2006</i>. 	CD0497 Limited FY08 performance requirements contained in the HNF-29564, Rev 0 <i>Plutonium Finishing Plant 2006 Lay-up Plan</i> completed. Due: September 30, 2008	None Identified
		CD0605 Internal cleanout of up to 9 additional contaminated gloveboxes and glovebox HA-23 (note – work on this deliverable will stop upon initiation of nuclear material de-inventory).	None Identified

C.2.2.1.3 Waste Encapsulation and Storage Facility (WESF) Cleanup

C.2.2.1.3.1 Maintain Safe and Compliant WESF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Safely store the cesium and strontium capsules in the WESF pool cells. Operate and maintain the WESF facilities and associated waste sites, structures, operating systems and equipment, and monitoring systems within the authorization basis.	This work scope shall be performed in compliance with: <ul style="list-style-type: none"> • HNF-10611, <i>WESF Authorization Agreement</i>. • CRD O 470.1, Chg 1 (Supp Rev 1), <i>Safeguards and Security Program Requirements</i>. 	CD0026 Waste Encapsulation and Storage Facility Update to Final Safety Analysis Report (FSAR) including Hazard Analysis data. Due: Annually	None Identified
		CD0027 Authorization Agreement for WESF (review annually and update as necessary)	None Identified

C.2.2.1.3.2 Disposition Capsules

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Remove cesium and strontium capsules from the WESF pool cells, and package the capsules for disposal at a national repository.	The Contractor shall provide technical support to the DOE baseline plan for dispositioning the capsules and to meet TPA Milestone M-92-05, Include Cs/Sr Treatment &/Or Repackaging Parameters In DOE RFP.	None Identified	None Identified

C.2.2.1.4 Railcar Disposition

C.2.2.1.4.1 Disposition Railcars

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Perform final disposition of the Railroad System, including railcars, once DOE declares the system excess and no longer needed to support the Hanford Site Mission.	<p>Post Contract Period:</p> <p>The Contractor shall disposition contaminated railcars and equipment as identified by DOE.</p> <p>Ownership of contaminated railcars shall be transferred from DOE or reused by DOE as documented by the title transfer (declaration of excess and shipping documents), completed Solid Waste Information and Tracking System (SWITS) document, or other mutually agreed upon documents.</p> <p>The contaminated railcars shall be physically moved from their current location to their final disposition location, as approved by the DOE.</p> <p>The Contractor shall disposition the Railroad System and remaining railcars, once DOE declares the system excess and no longer needed to support the Hanford Site Mission.</p>	None Identified	None Identified

C.2.2.2 Central Plateau Facility and Waste Site Surveillance and Maintenance

C.2.2.2.1 Provide Surveillance and Maintenance on Central Plateau Facilities and Waste Sites

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain assigned waste sites, facilities, structures, operating systems and equipment, and monitoring systems within the authorization basis until the facilities are dispositioned. Maintain radiological control and access control to the surplus canyon and ancillary facilities to ensure personnel safety.	<p>The Contractor shall perform surveillance and maintenance on assigned buildings, structures, and waste sites.</p> <p>The Contractor shall perform activities to support air permitting and Notice of Construction (NOC) regulatory requirements, and stack down grades from major to minor status.</p> <p>The Contractor shall implement innovative use of surveillance and maintenance committed resources to execute activities in support of the overall mission, e.g.,</p> <ul style="list-style-type: none"> • Facility source removal to reduce Potential to Emit (PTE), e.g., glove box removal from 209E, 212N, 231Z, and 224T, and to achieve minor stacks status. • Asbestos abatement • Canyon reactivation • Characterization activities <p>Evaluate and utilize, as appropriate, soil cements and other soil stabilizers to stabilize erodible surface that have near-surface radionuclides.</p> <p>The Contractor shall perform activities to complete 212-N nuclear facility hazard reduction and downgrade.</p> <p>This work scope shall be done in</p>	CD0034 Authorization Agreement for PUREX (review annually and update as necessary)	None Identified
		CD0036 Authorization Agreement for B Plant (review annually and update as necessary)	None Identified
		CD0353 Authorization Agreement for U Plant (review annually and update as necessary)	None Identified
		CD0354 Authorization Agreement for Reduction Oxidation (REDOX) facility (review annually and update as necessary)	None Identified
		CD0498 212-N nuclear facility hazard reduction and downgrade completed Due: June 30, 2007	None Identified
		CD0499 231-Z nuclear facility hazard reduction completed Due: September 30, 2008	None Identified
		CD0500 224-T nuclear facility hazard reduction completed	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>compliance with:</p> <ul style="list-style-type: none"> • HNF-11186, <i>B Plant Authorization Agreement.</i> • HNF-11187, <i>Plutonium-Uranium Extraction Authorization Agreement.</i> • HNF-19225, <i>U Plant Authorization Agreement.</i> • HNF-20747, <i>Reduction and Oxidation (REDOX) Facility Authorization Agreement.</i> 	<p>Due: September 30, 2008</p>	

C.2.3 400 Area Cleanup Work

C.2.3.1 Fast Flux Test Facility (FFTF) Cleanup

C.2.3.1.1 Maintain Safe & Compliant FFTF Complex

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain a safe and compliant FFTF complex.	<p>Maintain assigned facilities, structures, operating systems and equipment, and monitoring systems in compliance with applicable directives and regulatory documents until the facilities are decommissioned.</p> <p>Prepare and package waste streams for disposition as required and dispose as appropriate.</p> <p>Maintain a protective blanket of inert gas to the Sodium Storage Facility and over the residual sodium remaining in plant components until sodium is dispositioned.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • HNF-9612, <i>FFTF Authorization Agreement.</i> 	<p>CD0043 FFTF Update to FSAR including Hazard Analysis data. Due: Annually</p>	None Identified
		<p>CD0044 Discharge Monitoring Report for State Waste Discharge Permit ST 4501. Due: Semi-Annually</p>	None Identified
		<p>CD0045 Authorization Agreements for FFTF (review annually and update as necessary)</p>	None Identified

C.2.3.1.2 Transition FFTF Complex

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Transition the FFTF to a low cost long-term surveillance and maintenance mode.	<p>TPA Milestone M-92-10, <i>Submit Hanford Site Sodium Disposition Evaluation Report to Ecology by July 31, 2007</i> (this milestone encompasses TPA target milestone M-081-10-T01, <i>Submit Final Sodium Disposition Evaluation Report due July 31, 2007</i>)</p> <p>The Contractor shall transfer the unirradiated sodium bonded fuel pins (87) from PFP to FFTF.</p> <p>The Contractor shall transfer mixed oxide test pins (ACO-3 & FO-2) to the Idaho National Laboratory (INL).</p> <p>The Contractor shall excess the spare parts.</p>	<p>CD0501 Unirradiated sodium-bonded fuel pins (87) packaged and shipped from PFP to FFTF. Due: December 31, 2006</p>	None Identified
		<p>CD0502 Mixed oxide test pins (ACO-3 and FO-2) transferred to INL. Due: March 31, 2007</p>	GF0134 DOE will ensure that the INL facility is ready for receipt of the test pins by March 10, 2007.
		<p>CD0503 CSB/ISA authorization bases updated to receive, store and monitor the sodium-bonded fuel Due: As required</p>	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	The Contractor shall vacate facilities (warehouses) outside the 400 Area protected area and turnover to owner.	CD0504 TPA Milestone M-92-10: Hanford Site sodium disposition evaluation report Due: June 30, 2007	None Identified
	The Contractor shall make preparations to receive, store, and monitor FFTF sodium bonded fuel at the CSB/ISA. These storage facilities shall meet safeguards and security requirements for the receipt of sodium-bonded fuel.	CD0505 Spare parts excessed and facilities (warehouses) outside the 400 Property Protected Area vacated and turnover to owner. Due: September 30, 2007	None Identified
	The Contractor shall complete the transfer of sodium bonded fuel to INL.	CD0506 Sodium bonded fuel transferred to INL Due: May 31, 2008	GF0135 DOE will ensure the INL facility is ready to initiate receipt of the sodium-bonded fuel by March 30, 2007 (Note – this GFS/I applies to CD0506, CD0507, and CD0508 deliverables)
	The Contractor shall complete Interim Examination and Maintenance cell and fuel handling equipment lay-up.		GF0136 DOE will ensure the T-3 Cask is available to ship the sodium-bonded fuel assemblies by August 30, 2007 (Note – this GFS/I applies to CD0506, CD0507, and CD0508 deliverables)
	The Contractor shall shut down the FFTF auxiliary systems not required to support the long term surveillance and maintenance mode.		
	The Contractor shall transition FFTF to low-cost, stable, deactivated conditions (requiring minimal surveillance and maintenance) for long-term surveillance and maintenance.		
	The Contractor shall complete sodium drain of the primary MHTS large sodium valves.		
	This work scope shall be performed in compliance with:	CD0507 IEM cell and fuel handling equipment lay-up completed. Due: September 30, 2008	GF0137 DOE provide approval of the OTRS for the Disposable Solid Waste Cask Due: May 15, 2007
	<ul style="list-style-type: none"> • DOE/EA-0993, <i>Environmental Assessment, Shutdown of the Fast Flux Test Facility, Hanford Site, Richland, Washington</i> • DOE/RL-89-10, <i>Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)</i>, Revision 6 • HNF-9612, <i>Authorization Agreement for Fast Flux Test Facility</i> • DOE/EA-1547F, <i>Environmental Assessment, Sodium Residuals Reaction/Removal and Other Deactivation Work Activities, Fast Flux Test Facility (FFTF) Project, Hanford Site, Richland, Washington</i> • CRD O 460.2, Chg 1, <i>Departmental Materials Transportation & Packaging Management</i> 	CD0508 FFTF and support facilities transitioned to low cost surveillance and maintenance mode Due: September 30, 2008	
		CD0509 Sodium pools removed from primary MHTS large sodium valves Due: September 30, 2007	None Identified.

C.2.4 Prepare Decisional Documents

C.2.4.1 Prepare Decisional Documents for Remediating Hanford Groundwater and Central Plateau Waste Sites

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage and integrate the waste site and groundwater remediation in the Central Plateau. Implement RI/FS process for groundwater	The Contractor shall manage the remedial investigation and decision process, and remediation of groundwater and waste site operable units consistent with regulatory requirements.	CD0510 Data quality objective process and sampling plan to further characterize the technetium-99 groundwater plume near	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>and waste site operable units by performing remedial investigations and feasibility studies leading to RODs.</p> <p>Prepare DQOs, sampling and analysis plans, waste-management plans, and other regulatory documentation, as needed, for all groundwater and waste site operable units.</p>	<p>The Contractor shall perform activities, as specified in Section J, Appendix F, to provide decision and supporting documents in accordance with approved TPA milestones relevant to assigned waste sites and groundwater.</p> <p>Complete necessary DQO efforts that define characterization needed to obtain final RODs for the Central Plateau 200 Area National Priorities List (NPL) waste sites.</p> <p>The Contractor shall work with DOE to establish a single set of conceptual models and computer codes to meet the assessment requirements for NEPA, CERCLA, RCRA, and DOE Orders.</p> <p>The Contractor shall validate and confirm remedial investigation data that supports the RI/FS decision process, e.g., validate accuracy, precision, limitations and applicability of High Resolution Resistivity (HRR) data.</p> <p>TPA Milestone M-015-48B: Draft A 200-ZP-1 CERCLA Feasibility Study/Proposed Plan Due: May 31, 2007 [Note – This milestone date is unachievable and will require renegotiation. CR proposed completion date is September 30, 2007].</p> <p>TPA Milestone M-015-44B: 200-MW-1 OU Feasibility Study And Proposed Plan Due: April 30, 2007 [Note – This milestone date is unachievable and will require renegotiation.]</p> <p>The existing applicable operable units are listed below. All operable units are/will be shown in Appendix C of the TPA.</p> <p>Groundwater Operable Units:</p> <p>100-BC-5 100-FR-3 100-HR-3 100-KR-4 100-NR-2 200-BP-5 200-PO-1 200-UP-1 200-ZP-1 300-FF-5</p> <p>Waste Site Operable Units:</p> <p>200-CS-1 200-CW-1 200-CW-2 200-CW-3 200-CW-4 200-CW-5 200-IS-1 200-LW-1 200-LW-2 200-MW-1 200-PW-1 200-PW-2 200-PW-3 200-PW-4 200-PW-5 200-PW-6 200-SC-1 200-ST-1 200-SW-1 200-SW-2 200-TW-1 200-TW-2 200-UR-1 200-UW-1</p> <p>The Contractor shall prepare an excavation treatability test plan to support B/C Cribs and Trenches feasibility study.</p> <p>Provide internal technical review of Contractor Groundwater and Waste Site decisional documents.</p>	<p>T Tank Farm Due: March 2007</p>	
		<p>CD0511 Feasibility Study for 300-FF-5 operable unit to provide better characterization of the uranium contamination, develop a conceptual model, validate ecological consequences and evaluate treatment alternatives. Due: July 31, 2008</p>	None Identified
		<p>CD0512 TPA Milestone M-15-46B: 200 Area chemical laboratory waste OUs feasibility study and proposed plan/proposed permit modification, including the past practice waste sites in the 200-LW-1 and 200-LW-2 200 area chemical laboratory groups. Due: November 30, 2006</p>	None Identified
		<p>CD0513 TPA Milestone M-15-45B: Plutonium/Organic Rich OU Feasibility Study And Proposed Plan Including The Past Practice Waste Sites In The 200-PW-1 OU Plutonium/Organic-Rich Process Condensate/Process Waste Group OU, 200-PW-3 Organic-Rich Process Condensate/Process Waste Group OU, And 200-PW-6 Plutonium-Rich Process Condensate/Process Waste Group OU. Due: September 30, 2007</p>	None Identified
		<p>CD0514 Draft "A" Eco-Risk assessment for the Central Plateau Due: April 30, 2008</p>	None Identified
		<p>CD0515 M-016-14B: Draft CERCLA Proposed Plan for 100-NR-2 Due: March 31, 2008</p>	None Identified
		<p>CD0516 Chromium-6 plume between H and D 100 Areas characterization completed and decisional draft of the interpretive report submitted Due: September 30, 2008</p>	None Identified
		<p>CD0517 200-BP-5 Groundwater Remedial Investigation (RI) Draft A Work Plan submitted Due: March 31, 2007.</p>	GF0138 DOE shall issue the TPA Change Request package for the M-013 series milestones.
		<p>CD0518 200-PO-1 Groundwater Remedial Investigation (RI) Draft A Work Plan submitted Due: September 30, 2007</p>	

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>Perform RI/FS work to support completion of renegotiated TPA M-013 and M-015 series milestones consistent with provided funding.</p> <p>The Contractor shall perform approved B/C Cribs and Trenches treatability test activities consistent with provided funding.</p> <p>Post Contract Period:</p> <p>The Contractor shall complete remediation of groundwater sites in compliance with regulator and DOE decisions.</p> <p>TPA M-015-00: Complete The RI/FS (Or RFI/CMS) Process For All Operable Units by December 31, 2008. (date unachievable, TPA milestone will need to be renegotiated).</p> <p>TPA M-015-00C: Complete 200 Area Non-Tank Farm OU Pre-Rod Site Investigations by December 31, 2008. (date unachievable, TPA milestone will need to be renegotiated).</p> <p>TPA M-020-54: Submit 241-CX Tank System Closure/Post-Closure Plan by December 31, 2008.</p> <p>TPA M-020-00B: Submit Closure/Post-Closure plans for 216-A-10, 216-A-36B, 216-A-37-1, 207-A South Retention Basin, 216-S-10 Pond, 216-S-10 Ditch, 241-CX-70, 241-CX-71, and 241-CX-72 by December 31, 2008.</p>	CD0519 Draft A 200-ZP-1 Feasibility Study/Proposed Plan Due: September 30, 2007	None Identified
		CD0520 Draft "A" Excavation Treatability Test plan (including SAP) for the 200 Area BC Cribs and Trenches Due: May 31, 2007	None Identified
		CD0521 Phase 1 of the 200 Area BC Cribs and Trenches Excavation Treatability Test Plan completed Due: November 30, 2007	GF0139 RL approval for concurrent FH internal draft and RL Decisional Draft reviews.
		CD0522 Characterization of potential contamination plume in the BC Cribs and Trenches completed to validate HRR Due: September 30, 2008	None Identified
		CD0523 Phase 2a of the 200 Area BC Cribs and Trenches Excavation Treatability Test Plan completed Due: July 31, 2008	None Identified

C.2.5 Soil and Water Remediation

C.2.5.1 Prevent Further Groundwater Degradation

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Limit and control the migration of contaminants already in the soil and groundwater by reducing natural and artificial recharge.	The Contractor shall initiate actions to eliminate sources of water infiltration contributing to migration of contaminants in the Hanford Site Vadose zone.	None Identified	None Identified

C.2.5.2 Manage Groundwater Wells

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage all groundwater wells at Hanford outside the fence of the Tank Farms. Provide integration, coordination, and reporting for all Hanford groundwater wells.	<p>Develop, maintain and execute an integrated well management process to drill, inspect, maintain, and decommission groundwater wells in support of the Hanford cleanup.</p> <ul style="list-style-type: none"> • Maintain an integrated well drilling schedule • Provide well drilling services • Maintain and/or refurbish wells • Obtain well geophysical data • Provide well decommissioning services • Maintain the Hanford well database and provide coordination to the other site 	CD0524 Updated well decommissioning plan to include all wells on-site and to address DOE's comments Due: December 15, 2006	None Identified
		CD0525 New well management plan to address all wells on-site and to address the regulators concerns regarding inspections Due: July 31, 2007	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	contactors.	CD0526 Calendar year (CY) 2007 groundwater wells required by TPA Milestone M-024-57M installed Due: December 15, 2007	None Identified
	Manage and execute the collection of surface and subsurface geophysical data associated with mapping, characterization, and monitoring required to support this contract.	CD0527 Minimum of 15 wells installed during FY 2008 to attain the CY 2008 TPA Milestone M-024-57P Due: September 30, 2008	None Identified
	Create geophysical well logs and maintain data.	CD0528 All eligible wells not in use or exempted by DOE administratively decommissioned Due: March 31, 2008	None Identified
	Included at Compliance Level: Perform well drilling work to support completion of renegotiated M-015 series milestones.	CD0529 90 (430 cumulative) high priority wells decommissioned Due: July 31, 2007	None Identified
	Complete the well-drilling actions identified in the CERCLA Five-Year Review and RI/FS work plans.	CD0530 Updated well decommissioning plan Due: September 30, 2008	None Identified
The Contractor shall decommission an additional 100 wells.			
Post-Contract Period: Install the CY08 groundwater wells required by TPA Milestone M-024-57P by December 31, 2008			

C.2.5.3 Monitor and Assess Hanford Groundwater

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage and integrate the site-wide groundwater monitoring.	The Contractor shall provide technical planning and reporting for groundwater monitoring in support of RCRA and CERCLA compliance.	CD0531 Hanford Site Groundwater Monitoring Report Due: Annually in March	None Identified
Monitor and assess Hanford Groundwater conditions to determine impacts from waste disposal and provide for continued operations for Hanford Waste Management facilities.	Maintain and provide purge water truck support.	CD0532 Ninety percent of groundwater monitoring well samples completed, as identified in the FY 2007 Integrated Sampling Schedule Due: September 30, 2007	None Identified
Provide hydrologic assessment including water level, well testing and data management and storage.	Manage the Hanford groundwater monitoring network design.	CD0533 Ninety percent of groundwater monitoring well samples completed, as identified in the FY 2008 Integrated Sampling Schedule Due: September 30, 2008	None Identified
	Prepare groundwater monitoring plans for RCRA units.	CD0534 RCRA Quarterly Reports Due: Quarterly	None Identified
	Perform groundwater sampling, analytical analysis, data verification, data management, data evaluation, and interpretation and reporting. Maintain a Core library.		
	Maintain Lysimeter project.		

C.2.5.4 Remediate Hanford Groundwater

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Implement groundwater remediation actions resulting from interim and final RODs and Action Memorandum.	The Contractor shall implement groundwater remedial actions in accordance with approved RODs (e.g., pump and treat).	CD0535 TPA Milestone M-16-14A: Complete construction of a 300 foot permeable reactive barrier for 100-NR-2	None Identified
Integrate the River Corridor groundwater	Remediate soil vapor at the 200-ZP-2 (PW-1)		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>remediation with the contractor (Washington Closure Hanford) performing remediation in the 100, 300, 400 and Areas.</p> <p>Integrate the groundwater remediation with the contractor (CH2M HILL) managing the Tank Farms for the River Protection Project.</p>	<p>Operable Unit to reduce carbon tetrachloride concentration in the vadose zone.</p>	<p>Due: December 31, 2006</p>	
	<p>The Contractor shall perform a second test injection, and the results evaluated, prior to full implementation of the 100-NR-2 sequestration barrier.</p>	<p>CD0536 Existing remedial action decision (pump and treat) to address small chromium plume at 100-K West Reactor area implemented Due: March 31, 2007</p>	<p>None Identified</p>
	<p>Included at Compliance Level:</p> <p>Implement the treatability study test plan for permeable reactive barrier as described in the Strontium-90 Treatability Test Plan for 100-NR-2 (DOE 2005c) by March 31, 2008.</p>	<p>CD0537 Pump size increased in 200-ZP-1 extraction wells 299-W15-45 and 299-W15-47 to raise the pumping rate to fully utilize pump and treat capacity Due: March 31, 2007</p>	<p>None Identified</p>
	<p>Complete the actions associated with groundwater identified in the CERCLA Five Year Review no later than the schedule provided in the review. Also perform necessary activities to support completion of the actions required to be completed after FY2008.</p>	<p>CD0538 Change request to modify groundwater monitoring for the 1100-EM-1 OU Due: April 30, 2007</p>	<p>None Identified</p>
	<p>The Contractor shall design, procure, install, and start up replacement vapor extraction system for 200-ZP-2.</p>	<p>CD0539 Treatment options assessed to address the technetium-99 near T Tank Farm and the technetium-99 being pulled into the 200-ZP-1 treatment system Due: August 31, 2007</p>	<p>None Identified</p>
	<p>The Contractor shall maintain optimum pump and treat system performance and operations for:</p> <ul style="list-style-type: none"> • 100-HR-3 • 100-NR-2 • 100-KR-4 • 100-KW • 100-D Area • 200-UP-1 • 200-ZP-1 	<p>CD0540 Three months of the 100 K West pump and treatment system operations averaging at least 50 gallons per minute. Due: July 31, 2007</p>	<p>None Identified</p>
	<p>The Contractor shall expand the 100-KR-4 pump and treatment system to address the groundwater chromium plume and complete three months of operation, averaging an increased treatment rate of at least 200 gallons per minute by September 30, 2008.</p> <p>Post Contract Period:</p> <p>Install three additional wells to further delineate the southeastern (inland) extent of the chromium groundwater plume from the 116-K-2 trench by September 30, 2009.</p> <p>Expand the 100-K Area pump and treat system by 100 gallons per minute to enhance remediation of the chromium plume between the 116-K-2 and the 100-N Reactor perimeter fence by September 30, 2009.</p> <p>Perform additional characterization of the upper confined aquifer for chromium contamination between the 100-D and 100-H Area, in the area known as the "horn" by September 30, 2009.</p> <p>Perform additional characterization of the aquifer below the initial aquitard, at 100-H Area, to characterize the extent of the groundwater plume exceeding the drinking water standard by September 30, 2009.</p>		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>This work scope shall be performed in compliance with all decision documents. The following is a list of the most important decision documents.</p> <ul style="list-style-type: none"> • 200-ZP-1, <i>Interim Action Declaration of the ROD</i> • <i>Action Memorandum: Expedited Response Proposal for 200 West Carbon Tetrachloride Plume (200-ZP-2 Action Memorandum)</i> • <i>Interim Action ROD for the 200-UP-1 Operable Unit</i> • <i>Interim Action ROD for the DOE Hanford 100-HR-3 and 100-KR-4 Operable Units</i> • <i>Interim Action ROD for the DOE Hanford 100-NR-1 and 100-NR-2 Operable Units</i> • <i>100 –HR-3 ROD Amendment</i> • <i>200-ZP-1 RI/FS Work Plan</i> 		

C.2.5.5 Remediate Central Plateau Waste Sites

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Remediate waste sites in accordance with approved RODs. Submit a Final Remedial Action Completion Report for each waste site (or groups of waste sites) to the lead regulator and obtain certificate of completion from the lead regulator agency. Support sampling and analysis activities in support of 200 Area burial ground retrieval.	<p>The Contractor shall initiate remedial actions for high risk waste sites in the Central Plateau in compliance with regulator and DOE decisions and as directed by DOE. The Contractor shall integrate waste site, vadose zone, and groundwater assessments, analyses, and remediation activities.</p> <p>Complete Sampling and Analysis activities at the Burial Grounds in accordance with the approved Sampling and Analysis Plan per M-091-40.</p> <p>The Contractor shall complete remediation of three waste sites (excluding backfilling, if remedial action goals have not been met for reasons other than delays in excavation, and revegetation) included in the 200-CW-3, 200 North Cooling Water Group, waste sites under the remove, treat, and dispose alternative.</p> <p>Post Contract Period:</p> <p>The Contractor shall complete remediation of the assigned waste sites in compliance with regulator and DOE decisions.</p>	CD0364 TPA Milestone M-091-40L: Quarterly Burial Ground vent/substrate sampling results Due: Quarterly	None Identified
		CD0541 241-U-361 Settling Tank Characterization and Sampling completed Due: March 31, 2008	None Identified
		CD0542 Three 200-CW-3, 200 North Cooling Water Group, waste sites remediated under the remove, treat, and dispose alternative. Due: July 31, 2007	None Identified

C.2.6 Remediation Definition and Analysis

C.2.6.1 Optimize Central Plateau and Groundwater Remediation/Closure

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Activities necessary to develop, integrate, investigate, analyze, optimize, and recommend remediation alternatives for surface cleanup, vadose zone, and groundwater decisions. Includes remediation strategies, planning, risk analyses, and	<p>The Contractor shall integrate activities leading to remediation decisions and defensible basis for groundwater, vadose zone and waste sites.</p> <p>The Contractor shall develop and maintain an</p>	CD0543 Revise the Groundwater Management Plan Due: March 31, 2007	None Identified
		CD0544 Project Execution Plan	GF0141 DOE will provide written

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>integration to obtain CERCLA RODs.</p> <p>Provide data management services for four sitewide environmental databases: Hanford Environmental Information System, Hanford Geographical Information System, Hanford Well Information System, and Waste Information Data System.</p> <p>Provide coordination for subsurface science, vadose zone hydrology and ecological risk assessment data.</p>	<p>integrated set of priorities driven by the need to protect groundwater and the environment.</p> <p>The Contractor shall develop a Project Execution Plan that integrates waste sites, groundwater, vadose zone, and facility D&D.</p> <p>The Contractor shall interface with the Tank Closure and Waste Management Environmental Impact Statement (EIS) effort to ensure integration of groundwater and waste site functions and requirements.</p> <p>The Contractor shall integrate the remediation of Hanford groundwater, waste site operable units and ORP waste management areas.</p> <p>All activities need to be closely integrated with facility D&D activities.</p> <p>The Groundwater Management Plan shall provide the integration approach and schedules leading to the remediation decisions for groundwater, soil and waste sites.</p> <p>Risk Assessments for waste sites and groundwater shall be integrated.</p> <p>Assist DOE in the configuration control of key groundwater, vadose zone, and waste site parameters and assumptions related to environmental remediation of the site.</p> <p>The Contractor shall work with DOE to establish a single set of conceptual models and computer codes to meet the assessment requirements for the <i>National Environmental Policy Act of 1969</i> (NEPA), CERCLA, RCRA, and DOE Orders.</p> <p>Support stakeholder involvement activities related to the project by preparing and making presentations as requested.</p> <p>The Contractor shall centralize annual and multi-year planning and coordination for work to support final CERCLA and RCRA decisions related to soil, water and waste site remediation. Work activities outside the control of the Contractor will be identified as coordination activities with the appropriate schedule requirements.</p> <p>The Contractor shall work with DOE to integrate modeling and risk assessment for the Hanford Site, consolidate all groundwater and vadose zone work; and integrate groundwater, vadose zone, and source-area cleanup decisions.</p> <p>Hold periodic planning and coordination meetings with all relevant Hanford contractors.</p> <p>Complete systems engineering, value engineering, and optimization studies, as funded in FY 2007, that evaluate tradeoffs associated with remedial action decisions, e.g.:</p> <ul style="list-style-type: none"> • Risk Benefit Analyses • Cost Benefit Analyses • Barrier Effectiveness 	<p>reflective of an integrated groundwater source approach Due: March 31, 2007</p> <hr/> <p>CD0545 Central Plateau Cleanup and Configuration Control Specification document Due: September 30, 2007</p>	<p>guidance on implementation of DOE response to recommendations in Conference Report 109-275 Due: October 31, 2006</p> <hr/> <p>None Identified</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<ul style="list-style-type: none"> • Characterization optimization • Sensitivity Analyses • Void fill material / remove, treat, and dispose (RTD) optimization. <p>Develop specification document that captures the functional requirements of the Hanford Cleanup Mission; includes key decision parameters and standard set of institutional controls.</p> <p>Develop a standard set of institutional controls for use on the Central Plateau; that may include, but is not limited to National Park or Tribal considerations.</p> <p>Archive and maintain control of System Assessment Capability (SAC) and CFEST modeling documentation and software.</p> <p>The contractor is to work with DOE to maintain web-based access to the Hanford Environmental Information System (HEIS) (Environmental Data Assess [EDA] web site) and combine with web based access to Map Portal.</p> <p>Coordinate surface geophysics data gathering and analysis.</p> <p>Databases and Groundwater/Vadose Zone modeling shall be managed in accordance with applicable QA requirements.</p> <p>Included at Compliance Level:</p> <p>Develop proactive strategy to gain community and stakeholder understanding of remediation objectives and recommendations.</p> <p>Complete systems engineering, value engineering, and optimization studies, as funded in FY 2008, that evaluate tradeoffs associated with remedial action decisions, e.g.:</p> <ul style="list-style-type: none"> • Risk Benefit Analyses • Cost Benefit Analyses • Barrier Effectiveness • Characterization optimization • Sensitivity Analyses • Void fill material / remove, treat, and dispose (RTD) optimization. <p>[Note – This activity is fully funded at the compliance level.]</p>		

C.3 Waste and SNF Management Operations

C.3.1 Canister Storage Building (CSB) & 200 Area Interim Storage Area (ISA)

C.3.1.1 Interim Storage of Spent Nuclear Fuel (SNF)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage and operate facilities for receipt and safe interim storage of SNF.	The Contractor shall receive and safely store SNF in CSB/ISA within the authorization bases and monitor and ensure safe storage of SNF until dispositioned.	CD0546 Existing DSA updated, including Hazard Analysis data Due: Annually	None Identified
	The Contractor shall receive, inspect, weld, and place into storage all MCOs containing K Basin Fuels (excludes final welding of the monitored MCOs).	CD0547 SNF Acceptance Criteria (SNFAC) for receipt of any SNF with the exception of SNF packaged in MCOs and SNF packages already stored at the CSB/ISA. Due: September 30, 2007	None Identified
	The Contractor shall perform activities required to support the preparation, packaging and transportation of the SNF to meet the Monitored Geologic Repository (MGR) acceptance requirements. This includes, but is not limited to, preparation and maintenance of documentation to support the SNF for final disposition at the MGR plus review/input of MGR licensing and associated activities.	CD0548 Reports to RL as required by memorandum, Paul Golan, EM-2, Response to the RL Requests for Continual Submittal of Quarterly Status Reports, dated April 29, 2005. Due: Quarterly	None Identified
	This work scope shall be performed in compliance with:	CD0549 CSB and 200 Area ISA Authorization Agreement (review annually and update as necessary)	None Identified
	<ul style="list-style-type: none"> • CRD M 470.4-6 (Supp Rev 0), <i>Nuclear Material Control and Accountability</i> • CRD O 460.2, Chg 1, <i>Departmental Materials Transportation & Packaging Management</i> • SNF-4894, <i>Spent Nuclear Fuel Project Acceptance Criteria for LWR Spent Fuel Storage System</i> • WHC-SD-SNF-TI-001, <i>Hanford Spent Fuel Inventory Baseline</i> • 61 FR 10736, March 15, 1996, Doc. 96-6291, <i>Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005</i> • HNF-SD-SNF-OCD-001, Rev. 6, <i>Spent Nuclear Fuel Project Product Specification</i> • CRD O 470.1, Chg 1 (Supp Rev 1), <i>Safeguards and Security Program Requirements</i> • DOE/EA-1185, <i>Management of Hanford Site Non-Defense Production Reactor Spent Fuel</i> 	CD0550 Strategy for shipping Los Alamos Molten Plutonium Reactor Experiment (LAMPRE) and slightly irradiated FFTF fuel out of the PFP protected area	None Identified

C.3.1.2 Interim Storage of Immobilized High-Level Waste (IHLW) at the CSB

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage and operate facilities for the receipt and safe interim storage of IHLW. Specifically Excluded Scope: Costs associated with the design, installation, acceptance, and project management of modifications necessary for receipt of the IHLW are presently not included in the CSB operational baseline. These costs are within	Post-Contract Period: The CSB shall be modified to receive, inspect, place into interim storage, and monitor the IHLW. The Contractor shall facilitate safe and cost effective installation of facility modifications necessary for receipt and storage of IHLW	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
the ORP baseline.	within the authorization bases The Contractor shall perform operational and maintenance activities required to support handling and storage of the IHLW. Monitor and ensure safe storage of the IHLW until dispositioned.		

C.3.2 Central Waste Complex (CWC)

C.3.2.1 Maintain Safe & Compliant Central Waste Complex Facility Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the CWC.	Operate and maintain the CWC structures, operating systems and equipment, and monitoring systems in accordance with the authorization basis. Maintain radiological control and access control to ensure personnel safety. The CWC shall remain a contamination free facility.	CD0442 Solid Waste Operations Complex Authorization Agreement (review annually and update as necessary)	None Identified

C.3.2.2 Receive and Store Radioactive Solid Wastes

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Store existing quantities of low-level waste, mixed low-level waste, and TRU waste, including retrieved suspect TRU waste. Receive and store newly generated waste from Hanford Site generators and from off-site generators approved by RL.	The Contractor shall operate CWC in accordance with authorization basis and all regulatory requirements. All wastes accepted at the CWC shall comply with the <i>Hanford Site Solid Waste Acceptance Criteria</i> , HNF-EP-0063, and all regulatory requirements.	None Identified	None Identified

C.3.3 Waste Receiving and Processing Facility (WRAP)

C.3.3.1 Maintain Safe & Compliant WRAP Facility Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the WRAP structures, operating systems and equipment, and monitoring systems.	Maintain radiological control and access control to ensure personnel safety. This work scope shall be performed in compliance with: • HNF-25842, Solid Waste Operations Complex (SWOC) Authorization Agreement applicable sections for the Waste Receiving and Processing (WRAP).	None Identified	None Identified

C.3.3.2 Perform Waste Processing and WIPP Certification

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Verify/certify TRU and TRUM waste for shipment to WIPP. Perform Nondestructive Examination/Nondestructive Analysis (NDE/NDA) and visual inspection. As necessary, repack low-level waste (LLW).	Contact Handled TRU in drums shall be certified (and processed as needed) to meet WIPP requirements. Contact Handled TRU in standard waste	CD0551 268 cubic meters (2132 cubic meters cumulative) of TRU/TRUM waste certified. Due: December 31, 2006	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
MLLW, TRU, and TRU mixed waste (TRUM). Verify LLW and send to the burial grounds for disposal. Segregate MLLW and send to storage, treatment, or disposal, as appropriate.	boxes shall be certified (and processed as needed) to meet WIPP requirements. Included at Compliance Level: The contractor shall certify an additional 360 cubic meters of TRU waste by September 30, 2008.	CD0552 Additional 268 cubic meters (2400 cubic meters cumulative) of TRU/TRUM waste certified. Due: March 31, 2007	None Identified
	TPA Milestone M-091-42: Treat CH TRUM per schedule identified in milestone (quantities for CH TRUM treatment unachievable, TPA milestone needs to be renegotiated).	CD0553 2848 cubic meters cumulative (as of December 30, 2002) of TRU/TRUM certified. Due: September 30, 2008	None Identified
	This work scope shall be performed in compliance with: DOE/WIPP-02-3122, Revision 0.1, <i>Contact-Handled Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant</i>	CD0554 80% of legacy TRU waste placed into storage prior to January 2003 at the Solid Waste Operations Complex is certified. Due: September 30, 2008	None Identified

C.3.3.3 Disposition Transuranic Waste from WRAP Processing to WIPP

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Load TRU waste packages into appropriate transport containers for shipment to WIPP or to another DOE site as directed by DOE.	TRU waste that has been certified shall be shipped to WIPP contingent on availability of TRUPACT shipping containers. TRU shipments shall be complete upon departure of the transuranic package transporter (TRUPACTs) from the Hanford Site. TRU waste shall be transported to WIPP in containers certified by the U.S. Nuclear Regulatory Commission, as required by the WIPP <i>Land Withdrawal Act</i> . Included at Compliance Level: Deliver TRU waste containers to the Central Characterization Project for shipment to another DOE facility in accordance with the TRUPACT II Authorized Methods For Payload Control (TRAMPAC). This work scope shall be performed in compliance with: <ul style="list-style-type: none"> • DOE/WIPP-02-3122, Rev. 0.1, <i>Contact-Handled Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant</i> • TRAMPAC 	CD0555 Transuranic waste shipments to WIPP	None Identified

C.3.4 T Plant

C.3.4.1 Operate and Maintain the T Plant Facility

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Operate and maintain the T Plant structures, operating systems and equipment, and monitoring systems.	Maintain radiological control and access control to ensure personnel safety.	None Identified	None Identified

C.3.4.2 Treat and Interim Store K Basins Sludge at T Plant

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for treatment and interim storage of K Basin North Loadout Pit sludge at T Plant. Transport stabilized and packaged K Basin sludge to T Plant and provide for interim storage.	The characteristics of K Basin sludge and package shall meet the criteria for CH-TRU as identified in the present WIPP waste acceptance criteria. Post Contract Period: Place treated and packaged sludge in storage pending shipment to the final disposal facility.	CD0556 All NLOP sludge contained in the four LDCs received at T Plant during 2005/2006 treated to WIPP WAC "certifiable" waste form and non-TRU LDCs disposed at ERDF. Due: December 31, 2006	None Identified

C.3.4.3 T Plant Upgrades to Support TPA M-91 Milestones

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Perform upgrades to T Plant.	Included at Compliance Level: Install processing equipment to treat, process, and repackage MLLW in large containers, TRU waste in large containers, remote-handled MLLW, and remote-handled TRU waste consistent with: • TPA Milestone M-91-15: Complete Facilities/Initiate Treatment Of RH/CH-MLLW by June 30, 2008. (date unachievable, TPA milestone will need to be renegotiated).	CD0557 TPA Milestone M-91-45: Remote handled and large size waste report Due: Annually	None Identified
		CD0558 TPA Milestone M-91-03D: Revised TRUM And MLLW PMP Submitted To Ecology Due: December 28, 2006	None Identified
		CD0559 TPA Milestone M-91-05-T01: TRU/TRUM Facility ES/FDC Submitted To Ecology Due: December 31, 2007	None Identified

C.3.5 Liquid Effluent Retention Facility (LERF)

C.3.5.1 Maintain Safe & Compliant Liquid Effluent Retention Facility Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the Liquid Effluent Retention Facility (LERF) structures, operating systems, equipment, and monitoring systems.		None Identified	None Identified

C.3.5.2 Store Liquid Effluents in the LERF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Collect and store liquid effluents in the LERF for subsequent treatment in the ETF.	Store liquid wastes in the LERF as required to support site operations.	None Identified	None Identified

C.3.6 200 Area Effluent Treatment Facility (ETF)

C.3.6.1 Maintain Safe & Compliant 200 Area Effluent Treatment Facility Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the 200 Area ETF structures, operating systems, equipment, and monitoring systems in compliance with applicable directives and regulatory documents.	Treat liquid effluents in the ETF to meet State discharge permit (ST 4500) requirements.	CD0421 Tritium treatment technology status letter report Due: Annually	None Identified
	Perform facility upgrades as required to support treatment of future waste streams. Perform grouting capability upgrades. Operate in accordance with the Auditable Safety Analysis. Post Contract Period: The Contractor shall prepare for submittal to the U.S. Environmental Protection Agency and the Washington Department of Ecology an evaluation of the development status of tritium treatment technology that would be pertinent to the cleanup and management of tritiated wastewater. Due every 5 years per EPA milestone M-26-07 (Next one due March 2009)	CD0560 ST 4500 Discharge Monitoring Reports for the 200 Area Effluent Treatment Facilities. Due: Quarterly	None Identified

C.3.6.2 Treat Liquid Effluents in the ETF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Treat liquid effluents in the ETF to meet State discharge permit requirements.	The Contractor shall operate the ETF to support site needs including but not limited to pump and treat operations (as required), ERDF leachate treatment, purgewater, and K Basin dewatering. Store and dispose of secondary waste generated during liquid effluent treatment.	CD0561 6 processing campaigns to treat Basin 44 inventory (as of September 30, 2006) completed. Due: September 30, 2008	None Identified

C.3.6.3 Dispose of Liquid Effluents Treated by the ETF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Dispose liquid effluents treated by the ETF that meet discharge requirements to the 200 West Area State Authorized Liquid Discharge System (SALDS).	Constituents not identified in the permit are subject to the limits in WAC 173-200, Water Quality Standards for Ground Waters of the State of Washington, and 4 percent of the derived concentration guide values in DOE Order 5400.5, <i>Radiation Protection of the Public and Environment</i> , as applicable.	None Identified	None Identified

C.3.7 200 Area Treated Effluent Disposal Facility (TEDF)

C.3.7.1 Maintain Safe & Compliant 200 Area TEDF Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the 200 Area TEDF structures, operating systems and equipment, and monitoring systems in compliance with applicable directives and regulatory		CD0562 ST 4502 Discharge Monitoring Reports for the 200 Area Effluent Treatment	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
documents.		Disposal Facilities Due: Quarterly	

C.3.7.2 Receive Liquid Effluents in the 200 Area TEDF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Collect and dispose liquid effluents that meet discharge requirements for the 200 Area State Approved Land Disposal Site, from generators in the 200 Areas.	The 200 TEDF shall be operated to meet 200 Area radiological industrial wastewater disposal needs.	None Identified	None Identified

C.3.8 300 Area Treated Effluent Disposal Facility (TEDF)

C.3.8.1 Maintain Safe & Compliant 300 Area TEDF Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the 300 Area TEDF, structures, operating systems and equipment, and monitoring systems in compliance with applicable directives and regulatory documents.	The 310 TEDF shall be maintained as a non-radiological facility. Store and dispose of secondary waste generated during liquid effluent treatment.	CD0108 Department of Natural Resources Land Lease Monitoring Report Due: Monthly	None Identified

C.3.8.2 Treat and Dispose Liquid Effluents in the 300 Area TEDF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Treat liquid effluents in the 300 Area TEDF.	Liquid effluent from the 300 Area shall be collected, and treated in the 300 Area TEDF in accordance with the National Pollution Discharge Elimination System (NPDES) permit. Treated waste water will be discharged to the Columbia River.	None Identified	None Identified

C.3.9 Low-Level Waste Burial Grounds (LLBG)

C.3.9.1 Maintain Safe & Compliant LLW Burial Ground Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the LLW Burial Grounds within the Solid Waste Operations Complex Authorization Agreement.	Post 1970 suspect TRU waste containers in the LLBG shall be managed in retrievable storage in the LLBG. This work scope shall be performed in compliance with: <ul style="list-style-type: none"> • <i>Solid Waste Operations Complex Master Documented Safety Analysis (MDSA)</i> (latest revision). 	None Identified	None Identified

C.3.9.2 Remove RINM from LLBG

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Procure, install, and operate systems and equipment to retrieve Reactor Irradiated Nuclear Material (RINM) from the LLBG.	Containers of suspect RINM shall be retrieved from the LLBG as encountered during retrieval of suspect TRU required by TPA Milestone M-91-40 and transported to the 200 Area Interim Fuel Storage Area.	CD0563 13 drums containing OSU TRIGA spent fuel loaded into Rad Vaults at the 200 Area ISA Due: December 31, 2006	None Identified

C.3.9.3 Retrieve Suspect TRU from LLBG

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Retrieve post-1970 suspect TRU containers and post 1970 transuranic containers from the LLBG.	<p>Retrieval of waste defined as retrievably stored waste (RSW) by the TPA M-91 series milestones shall be retrieved as specified in the TPA M-91-40D and M-91-40E milestones: (M-91-40D 4700 cubic meters cumulative by December 31, 2006 and M-91-40E 7200 cubic meters cumulative by December 31, 2007).</p> <p>Post Contract Period:</p> <p>M-91-40F 9700 cubic meters cumulative by December 31, 2008</p> <p>Any disposed or non-RSW post 1970 transuranic or suspect transuranic waste identified in the LLBG shall be addressed in accordance with the decisions made through the SW-2 RI-FS process. Stored post-1970 TRU, such as, Remote Handled-TRU in 218-W-3AE shall be removed from LLBG storage and sent to WIPP.</p>	CD0564 380 cubic meters (4580 cubic meters cumulative) of suspect TRU retrieved Due: December 31, 2006	None Identified
		CD0565 Additional 380 cubic meters (4960 cubic meters cumulative) of suspect TRU retrieved Due: March 31, 2007	None Identified
		CD0566 4125 cubic meters (9085 cubic meters cumulative) of suspect TRU retrieved Due: September 30, 2008.	None Identified
		CD0567 RSW volumes retrieved as specified in TPA milestone M-091-40D and M-091-40E.	None Identified
		CD0568 M-091-40R: Complete retrieval of Trench 4. Due: December 31, 2006	None Identified
		CD0569 Weather enclosure installed at the 218-E-12B burial ground. Due: December 31, 2006	None Identified
		CD0570 TRU retrieval in a second burial ground initiated. Due: December 31, 2006	None Identified
		CD0571 M-091-40E: 7,200 cubic meters cumulative total of suspect TRU retrieved. Due: December 31, 2007	None Identified

C.3.10 Mixed Waste Disposal Trenches (MWDT)

C.3.10.1 Maintain Safe & Compliant Mixed Waste Disposal Trench Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the mixed waste disposal trenches.	<p>All mixed low-level waste shall be disposed within one year of treatment.</p> <p>Disposal of Greater than Category 3 Low-Level Waste shall be evaluated on a case-by-case basis.</p>	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> 61 FR 41956, August 9, 1996, Doc. 96-20237, <i>Record of Decision for the Disposal of Decommissioned, Defueled Cruiser, Ohio Class, and Los Angeles Class Naval Reactor Plants</i> 		

C.3.11 Mixed Low-Level Waste Treatment

C.3.11.1 Treat Mixed Low-Level Waste

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Perform treatment LLW/MLLW as required to meet treatment and disposal facility requirements.	<p>The Contractor shall treat mixed low-level waste quantities to support TPA milestones as follows:</p> <ul style="list-style-type: none"> TPA Milestone M-91-42C: Treat 4890 cubic meters of CH-MLLW (cumulative) by December 31, 2006. TPA Milestone M-91-12: Complete 600 cubic meters (cumulative) of thermally treated MLLW by November 16, 2007. 	<p>CD0572 TPA Milestone M-26-01: Annual Hanford land disposal restrictions report to cover the period from January 1st of the previous year through December 31st of the reporting year. Due: Annually by April 30th</p>	None Identified
	<p>MLLW received after September 30, 2006, shall be characterized in the timeframe that would be required to meet 40 CFR 268.50 storage prohibition requirements.</p> <p>The Contractor shall initiate processing of large container waste in compliance with TPA milestone M-091-43 requirements.</p> <p>Included at Compliance Level</p> <p>The Contractor shall treat MLLW quantities in compliance with TPA milestone M-091-42D [Note – compliance funding in FY2008 will not facilitate completion of M-091-42D (treat 6520 cubic meters cumulative by 12/31/2007), but enables completion of M-091-42D by 9/30/2008 and progress towards completion of M-091-42E (treat 8150 cubic meters cumulative by 12/31/2008)].</p>	<p>CD0573 All MLLW in storage within the Solid Waste Operations Complex received prior to September 30, 2006, shall be characterized and designated adequately for treatment with treatment facilities identified by container. If treatment capability is not available a regulatory path and schedule shall be identified to meet TPA Milestone M-91-42E-1. Due: September 30, 2007</p>	None Identified
	<p>The Contractor shall dispose of LLW and MLLW such that the total volume of waste in storage in the Solid Waste Operations Complex (excluding RSW in the LLBGs) decreases annually.</p> <p>Post Contract Period:</p> <p>Non-regulated LLW, stored in the CWC, that does not meet the Hanford Site Solid Waste Acceptance Criteria for disposal, shall be treated as capability becomes available.</p> <p>TPA Milestone M-091-42E: Treat 8150 cubic meters by December 31, 2008.</p>	<p>CD0574 310 cubic meters (5200 cubic meters cumulative) of MLLW treated toward TPA Milestone M-091-42 Due: March 31, 2007</p>	None Identified
		<p>CD0575 Additional increment of 415 cubic meters (5,615 cubic meters cumulative) of MLLW treated toward TPA Milestone M-091-42 Due: September 30, 2008</p>	None Identified
		<p>CD0576 CH MLLW treatment demonstration using oversized containers between 10 to 35 cubic meters Due: June 30, 2008</p>	None Identified
		<p>CD0577 TPA Milestone M-91-12: 600 cubic meters (cumulative) of thermally treated MLLW Due: November 16, 2007</p>	None Identified

C.4 Infrastructure and Services

C.4.1 Infrastructure Key Areas Beyond FY 2008

C.4.1.1 Infrastructure Key Areas Beyond FY 2008

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>The Contractor shall identify facilities, equipment, and systems currently evaluated by Condition Assessment Survey (CAS) and valued at greater than \$50,000 required for cleanup in 2012, and keep those assigned to the Contractor in a minimally acceptable condition at the end of fiscal year FY 2008. Consistent with provided funding (FH Obligations Notice), the Contractor shall institute a condition-based maintenance, major repair, and replacement program to achieve the minimum acceptable condition through FY 2008. The scope is generally the facilities, equipment, and systems for the following key areas:</p> <ul style="list-style-type: none"> • Utilities <ul style="list-style-type: none"> - Electrical - Water - Sewer and Septic • Roads and Grounds <ul style="list-style-type: none"> - Roads - Grounds • Major Equipment <ul style="list-style-type: none"> - Cranes - Heavy Equipment <p>The Contractor shall determine the current assigned Contractor assets valued at greater than \$50,000 not needed to support cleanup in 2012 and decommission/abandon them and determine which assets can be removed from service as cleanup events are accomplished to reduce the active infrastructure and related costs. The Contractor shall institute a maintenance program that allows "run to failure" without compromising safety, health, environmental compliance, and cleanup milestones. However, if the "run to failure" creates a situation where a penalty under the Conditional Payment of Fee and Profit clause (CPOF) could be a result, strong consideration in review of FH's mitigation will be given.</p>	<p>The Contractor shall develop and maintain a list of Contractor-assigned assets valued at greater than \$50,000 required in 2012 to support cleanup.</p> <p>The Contractor shall use a Contractor-wide rating system to annually assess the condition of 25% of the facilities and personal property assets. This system shall contain these categories:</p> <ul style="list-style-type: none"> • Excellent (1) – New or lightly used that can be used without repairs, • Usable (4) – Shows some wear, but can be used with normal maintenance, • Minor Repairs (5) – Facilities/Systems: Up to 25% of replacement value, Equipment: Up to 10% of replacement value. These repairs will normally be accomplished routinely, • Major Repairs (7) – Facilities/Systems: 26-60% of replacement value, Equipment: 11-40% of replacement value, • Replace (X) – Required for cleanup, but repair or rehabilitation is impractical and/or uneconomical, requiring replacement, and • Disposition (D) – Not required for cleanup. <p>Included at Compliance Level:</p> <p>The Contractor shall use an evaluation system based on the CAS approach to determine asset condition, needed major repairs or replacement, and for follow-on assessments to determine change in condition. The CAS approach focused on assets needed for cleanup in 2012 and the definitions above shall be used to provide periodic evaluations of the condition of facilities, equipment, and systems. The following shall be used as criteria for the minimum acceptable asset condition for those assets at the end of FY 2008:</p> <ul style="list-style-type: none"> (A) Meets intended purposes, including safety, health, environmental compliance, and mission needs. (B) A majority of elements with evaluation ratings in Category (1) – Excellent, Category (4) – Usable, and Category (5) – Minor Repairs. (C) For elements rated Category (7) – Major Repairs and Category (X) – Replace, a planned repair/replacement cycle to meet intended purposes, over multiple fiscal years. (D) For elements rated Category (D) – Disposition, not required for cleanup. 	<p>CD0095 Infrastructure Ratings for Key Areas Due: Semi-Annually</p>	<p>None Identified</p>

C.4.2 Infrastructure Services

The Contractor shall provide the following services that may be used by all site contractors. Services used by others will be in accordance with documented agreements containing provisions requiring 90-day notice of any change in the amount of services required of, or that can be provided by, the Contractor.

The Contractor shall provide the requisite managerial ability and technical expertise to provide infrastructure services that support the site mission requirements.

C.4.2.1 Analytical Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide a full range of organic, inorganic, and radiochemical analytical capabilities. Support site programs and projects at the Waste Sampling and Characterization Facility (WSCF) with the analysis of process control accredited environmental and accredited industrial hygiene, environmental, and industrial hygiene samples with low radioactivity levels. Operate and maintain the WSCF in compliance with applicable directives and regulatory documents.</p>	<p>The Contractor shall maintain laboratory accreditation for the WSCF Laboratory.</p> <p>The Contractor shall provide a full range of organic, inorganic, and low level radiochemical analytical capabilities.</p> <p>Included at Compliance Level:</p> <p>The Contractor shall establish a Hanford Analytical Services Quality Assurance Requirements Document (HASQARD) Focus Group for the purpose of identifying, consolidating, and providing guidance on analytical and sampling quality assurance requirements for the Hanford Site through the HASQARD, DOE/RL-96-68. The Contractor shall lead the HASQARD Focus Group to first ensure HASQARD is updated; and the second priority is for the HASQARD Focus Group to evaluate the Department of Energy Consolidated Audit Program (DOECAP) and determine what aspects of the DOECAP should be incorporated into the HASQARD and implement the changes to HASQARD</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> • Provide a chairperson for the focus group. • Provide all administrative support necessary to maintain HASQARD, run the HASQARD Focus Group meetings, update and issue HASQARD focus group charter, and issue HASQARD revisions. • Provide analytical technical and quality assurance representation to the focus group. • Request participation in the HASQARD focus group from all relevant Hanford Site Contractors and regulators. <p>The HASQARD charter shall be concurred on by all Hanford Site Contractors willing to participate in the focus group and approved by the RL and ORP Analytical program managers. Any revision to HASQARD requires concurrence from all Hanford Site contractors participating in the HASQARD Focus Group and approval from RL and ORP analytical services program managers.</p>	<p>None Identified</p>	<p>None Identified</p>

C.4.2.2 Asset Disposition (Investment Recovery Operations)

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide receipt and disposition services for personal property assets no longer required in support of the Hanford Site mission. Provide processes and support services for DOE mandated donations/transfers (i.e., School Gift Program, Energy Related Laboratory Equipment Program, Economic Development, etc.)	The Contractor shall provide receipt and disposition services for personal property assets no longer required in support of the Hanford Site Mission. The Contractor shall support asset transfers from the Site to potential customers via the Tri-Cities Asset Reinvestment Company, LLC (TARC).	CD0097 Utilization and Disposal of Excess & Surplus Personal Property Report Due: Annually	None Identified

C.4.2.3 Badging

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Process and account for permanent security badges and the Hanford Site temporary (self-expiring) security badge program for employees, contractors, visitors, vendors and others for access to Site contractors and facilities. Issue badges for foreign nationals and verify security clearance levels for cleared visitors from other DOE sites. Manage the DOE and Hanford Site badging system – Personnel Security Clearance Reports Plus (PSCR+).	The Contractor shall manage the DOE and Hanford Site badging system – PSCR+.	None Identified	None Identified

C.4.2.4 Biological Control Program

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide a biological control program that is systematically integrated with environmental, safety, health and quality principles across the Contractor Projects, and with other Hanford Prime Contractors. This includes the control of noxious weeds, industrial weeds, other vegetation, and animal pests for the purposes of protecting employees, the public, and Site cultural and environmental (including biological) resources.	The Contractor shall provide a biological control program to control noxious weeds, industrial weeds, other vegetation, and animal pests.	None Identified	None Identified

C.4.2.5 Calibration Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide for the calibration of non-radiological measuring and test equipment (M&TE) that requires calibration to meet quality, safety or compliance requirements. Provide In-Situ calibration services. Does not include the calibration of Radio Services' instruments that are used to "tune" radio controllers, and occupational radiation instruments and repair.	The Contractor shall provide for the calibration of non-radiological M&TE.	None Identified	None Identified

C.4.2.6 Centralized Consolidated Recycling Center (CCRC)

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Operate and maintain the CCRC. The following materials are aggregated for		None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>recycling at CCRC: aerosol products; mercury and mercury containing equipment; universal waste lamps and batteries; crushed fluorescent lamps; lead-acid batteries; electric ballasts or capacitors; used shop towels; used oil, and spent antifreeze.</p> <p>Minimize hazardous waste disposal through reuse of chemicals and/or recycling performed by off site vendors.</p>			

C.4.2.7 Classified Document Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide document control and management services for active and inactive classified material generated or received by DOE and Hanford contractors. Includes receiving classified matter, assigning control numbers, maintaining the classified document tracking system, copy distribution, record copy retention and retrieval, providing pickup and delivery service, destruction, and conducting inventories.</p>	<p>The Contractor shall provide document control and management services for active and inactive classified material generated or received by DOE and Hanford contractors.</p>	None Identified	None Identified

C.4.2.8 Courier Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide support for priority/emergency documents and materials. Provide support to the medical aid stations in transporting serum blood samples, medical supplies and pickup and delivery of instruments being calibrated.</p>	<p>The Contractor shall provide pickup and delivery support for priority/emergency documents and materials.</p>	None Identified	None Identified

C.4.2.9 Crane and Rigging

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide management, administrative, and planning and scheduling support for movable cranes and Crane and Rigging Services operations. Coordinate rental and movement of cranes ranging from 9 to 250 ton capacity. Support preventive maintenance inspections and schedule necessary repairs. Provide technical support and guidance in the procurement of hoisting and rigging equipment. Perform critical lift planning (develop alternative and innovative methods for lifting and scaffolding tasks). Supervise crane crews, riggers (performing complex rigging, ironwork, and scaffold erection and dismantling), crane operators, and drivers (performing heavy hauling and forklift operations).</p>	<p>The Contractor shall provide:</p> <ul style="list-style-type: none"> • Operations of movable cranes; • Critical lift planning; • Complex rigging, ironwork, and scaffold erection and dismantling; and • Heavy hauling and forklift operations. 	None Identified	None Identified

C.4.2.10 Desktop Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide a single point of contact for technical</p>	<p>The Contractor shall provide technical</p>	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
support for software and hardware via e-mail, web, or telephone. Provide dispatch for problems that cannot be resolved by help desk staff. Provide for computer maintenance, software, computer network, business machine repair, computer support, redeployment of computer hardware, integration, desk side software support, PC procurement support, PC and related peripheral maintenance, moves/adds/changes, installation of new standard and nationalized PCs and related peripherals and related services.	support for PC software and hardware.		

C.4.2.11 Emergency Preparedness

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Support the Occurrence Reporting process.		CD0401 Performance Analyses and Identification of Recurring Occurrences (Quarterly)	None Identified

C.4.2.12 Engineering Drawing Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage an engineering drawing repository and provide associated services to DOE and all Hanford contractors. Maintain the Hanford drawing accountability system, assignment of unique drawing identification numbers for new drawings, maintenance and storage services for original site drawings and drawing aperture cards for site distribution and record capture, and maintenance of custody control and drawing checkout to authorized personnel for revision.	The Contractor shall manage an engineering drawing repository and provide associated services.	None Identified	None Identified

C.4.2.13 FIMS/CAS

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide administration of the Facility Information Management System (FIMS) and Condition Assessment Survey (CAS) Programs.	<p>The Contractor shall perform the established minimum requirements for compliance of the FIMS Program identified in an August 2001 DOE-HQ guidance as the 22 critically designated data fields.</p> <p>The Contractor shall perform condition assessment surveys on all real property assets in CAS at least once in any 5-year period.</p> <p>The Contractor shall maintain FIMS data throughout the life cycle of real property assets, including real property related to institutional controls.</p> <p>The Contractor shall ensure that the total capital financial data in FIMS is 95% accurate, or greater by reconciling FIMS with financial data residing in property accounting (SAMS) on a quarterly basis and</p>	CD0107 Deferred and Actual Maintenance Cost Data Due: Annually	GF0142 DOE must gather and provide data from other Hanford Site Contractors for input into the FIMS database 30 calendar days prior to the required deliverable date

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
	<p>documenting reconciliation in a file to be maintained by the FIMS Database Administrator.</p> <p>The Contractor shall perform an annual review of FIMS data and shall produce documentation, as directed by DOE, to support annual data validation efforts.</p>		

C.4.2.14 Fire Department

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
<p>Provide a full range of emergency services for DOE Assets. These services include incident management, fire suppression, fire systems testing, fire prevention, technical rescue, emergency medical service and patient transport, and hazardous materials and chemical/biological/radiological emergency response. Deal with and terminate emergency situations that could threaten the operations, employees, the general public, or interest of the DOE-operated Hanford Site. Respond to surrounding fire departments/districts under mutual aid and state mobilization agreements and fire fighting; hazardous materials. Provide site fire marshal overview authority, building tours and inspections, ignitable and reactive waste site inspections, pre-fire planning, hazardous chemical inventory updates, and employee fire prevention education.</p> <p>EXCLUSION: No liability will be accepted nor will any services be provided to the Waste Treatment and Immobilization Plant (WTP) with the exception of those services covered under either:</p> <ol style="list-style-type: none"> 1) an authorized RFS accepted by FH, or 2) an FH accepted task order from Bechtel National, Inc. (BNI) or a contract release from CH2M HILL Hanford Group, Inc. 	<p>The Contractor shall provide emergency services including incident management, fire suppression, fire systems testing and maintenance, fire prevention, technical rescue, emergency medical service and patient transport, and hazardous materials and chemical/biological/radiological emergency response.</p> <p>The Contractor shall respond to surrounding fire departments/districts under mutual aid and state mobilization agreements.</p> <p>The Contractor shall provide Site fire marshal overview authority.</p> <p>The Contractor shall provide fire protection engineers to develop justification documents for technical equivalencies and exemption as allowed under NFPA and provide to the DOE Authority Having Jurisdiction (AHJ) for approval. As referenced in 10CFR851 Appendix A Item 2(b).</p>	<p>CD0099 Summary of Fire and Other Property Damage Experience/Report Due: Annually or as required</p>	<p>GF0143 A notice or letter identifying who is (are) responsible to be the Authority Having Jurisdiction (AHJ) as defined in NFPA, and referenced in the Federal Register Volume 71, Number 27, page 6912, paragraph 2, and implemented through 10CFR851 Appendix A Item 2(b). Due: January 15, 2007</p>

C.4.2.15 Fire Systems Maintenance

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
<p>Provide corrective and preventive maintenance (includes deactivation/reactivation services) and functional tests on fire life safety protection systems, including all components of these systems, and maintain factory certification for all brands of systems.</p>	<p>The Contractor shall provide corrective and preventive maintenance and functional tests on fire life safety protection systems.</p>	<p>None Identified</p>	<p>None Identified</p>

C.4.2.16 Fleet Maintenance

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide management, maintenance, and repair of General Services Administration (GSA) vehicles/equipment and Fleet vehicles/equipment with property numbers beginning with the letters "HO". Provide engineering support, technical procedures, control of suspect/counterfeit fasteners, equipment modification control and facility safety (OSHA), fuel costing and invoicing, fuel delivery to areas not accessible to on-site fueling stations, and commercial equipment rental contracts.	The Contractor shall provide maintenance and repair of GSA and HO coded vehicles/equipment. The Contractor shall provide fuel delivery services to areas not accessible to on-site fueling stations.	CD0101 Input to Federal Automotive Statistical Tool (FAST) Report Due: Annually by October 31st	GF0144 The FAST system must be opened for Contractor input 30 calendar days prior to the required completion date.
		CD0102 OMB Circular A-11 Input to Transportation Efficiency Management Report database Due: Annually by August 15th	GF0145 DOE guidance must be provided to the Contractor 30 calendar days prior to the required completion date.
		CD0578 Replacement of DOE-owned vehicles Due: Annually in June	None Identified
		CD0579 Replacement of GSA leased vehicles Due: Annually in December	GF0146 GSA must provide the Contractor with a list of vehicles eligible for replacement 30 calendar days prior to the required completion date.
		CD0580 Fleet reports in support of the Energy Policy Act. Due: As Requested	None Identified

C.4.2.17 Forms Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Administer a forms management system and process, and design electronic forms for interactive use as well as conventional hard copy forms. Develop/design/revise electronic and hard copy forms, eliminate obsolete or duplicate forms, maintain forms historical records, and maintain a system for centralized configuration management of electronic and conventional hard copy forms.		None Identified	None Identified

C.4.2.18 Grounds Maintenance

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide maintenance of common grounds and grounds directly associated with Site Occupancy Pool facilities. Includes perimeter fence maintenance, lawn and landscape care, annual inspection of facilities, management and maintenance of gravel pits, parking lot and sidewalk cleanup, washing down facilities, signage, and general area cleanup. Provide surveillance and maintenance to ensure the safety and environmental integrity of the 200, 300 and 600 Landlord Areas. Provide radiological surveillance and monitoring of the road system, 600 Area cleanup sites and within the 200 and 300 Landlord Areas; environmental inspections, monitoring and assistance; annual high and low-water riverbank inspection to ensure environmental integrity;	The Contractor shall provide grounds maintenance for 712, north Federal Building parking lot and grass strips in parking area, section of lawn across from 703, and west Federal Building parking lot (shared with City of Richland). The Contractor shall provide grounds maintenance for the 400 Area outside the limited area. The Contractor shall provide grounds maintenance for MO-404 Radio Maintenance and 2355 parking lot.	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
and support to spill responses to assure environmental safety.			

C.4.2.19 Hanford Site Benefit Plans for Employees and Retirees

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide administration for various medical, dental, disability, other insurances, pension and savings plans to the employees and retirees of several site contractors. Administer Hanford Site-wide, market-based, and legacy pension plans. Administrative costs shall be costs of each plan and those costs not allocated to the plans will be allocated to participating contractors.	The Contractor shall make no change to a pension plan, nor take any other action (such as termination, merger, spin-off) affecting a plan without approval of the Contracting Officer.	CD0581 Hanford Site Pension Plans and Savings and Investment Plans – Investment Performance Review Report Due: 60 days following the end of each quarter.	None Identified
	The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the Plan functions.	CD0582 Meeting Minutes of the Quarterly Pension and Savings Committees meetings. Due: Quarterly following approval of the Committees Meeting Minutes.	None Identified
	The Contractor shall render all ordinary and normal administrative services and functions as designated by the committees which may be reasonably required.	CD0177 U.S. Department of Labor Form 5500 – Annual Return of Fiduciary of Employer Benefit Trust Due: Annually	None Identified
	The Contractor shall manage Plan assets in a prudent manner as designated by the committees. Investments yields will be benchmarked against measures appropriate to their investment class on a quarterly basis. It is expected that investment yields will meet or exceed the Investment Manager Watch List criteria included in the Hanford Site Pension Plans Savings & Investment Plans Investment Performance Review. For each quarter that an Investment Manager remains on the Watch List, the status will be reported to the Committees. Actions that may result from the Watch List shall be documented in the Committees' meeting Minutes.	CD0276 Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) Due: Annually	None Identified
	The Contractor shall establish and maintain plans as qualified pension plans under the regulations of the Internal Revenue Code.	CD0406 Multi Employer Pension Plan Actuarial Valuation Report Due: Annually	None Identified
	The plans and trust documents and any amendments thereto which affect changes to the plans are subject to Contracting Officer approval.	CD0171 August Update to FY 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) Due: Annually	None Identified
	Administrative costs not allocated to the Plans will be allocated to participating Contractors.	CD0172 August Update to Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) Due: Annually	None Identified
	The Contractor shall provide an itemization of plan costs as requested.	CD0275 Fiscal Year 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) Due: Annually	None Identified
	Employee forfeitures of accrued non-vested benefits shall be in accordance with the terms of the Plan and such forfeitures shall be used to reduce Contractor contributions made on behalf of remaining participating employees.		
	Actuarial gains and losses developed by annual valuations shall be used for purposes of establishing contributions to the Plan as soon as reasonably possible and consistent with the requirements of the <i>Employee Retirement Income Security Act of 1974</i> , amendments thereto, and other applicable laws.		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>The aggregate annual contribution to the pension fund may range from the minimum specified by the Internal Revenue Code (IRC) Section 412(b) to the amount necessary to fully fund the year-end expected current liability. However, the aggregate annual contribution to each plan shall be no less than the minimum specified by IRC Section 412(b) nor greater than the tax-deductible limit specified by IRC Section 404. All contributions to each pension plan shall equal the total amount currently attributable to participants in the plans. These contributions shall be based on the actuarial valuation as determined by the <i>Employee Retirement Income Security Act of 1974</i>, as amended for the most recent plan year.</p> <p>Any DOE-reimbursed assets awaiting transfer to a successor trustee or to DOE will be actively managed by the Contractor until the successor trustee or DOE is able to assume stewardship of those assets.</p> <p>The Contract shall request prior approval from DOE for each special program, plan loan feature, employee contribution refund, asset reversion, or incidental benefit which increase costs. Such costs are unallowable unless specifically approved by the Contracting Officer.</p> <p>Unless otherwise required by federal law or the collective bargaining process, or approved by the Contracting Officer, no amendment to any pension plan will result in allowable costs under this contract if any such amendment is adopted within 12 months of contract termination or expiration.</p>		

C.4.2.20 Hanford Environmental Information Databases

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide data management services for four environmental databases: Hanford Environmental Information System, Hanford Geographical Information System, Hanford Well Information System, and Waste Information Data System.	The Contractor shall manage the Waste Information Data System (WIDS) in accordance with Section 3.5 of the TPA Action Plan.	CD0583 WIDS Hanford Cleanup Verification Package (CVP) content, development and approval requirements and procedures	None Identified
		CD0584 Annual TPA Waste Management Report. Due: Annually	None Identified
		CD0585 Hanford WIDS change control procedure.	None Identified

C.4.2.21 Hanford Local Area Network (HLAN) Operation, Maintenance and Integration

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for the engineering, operation and maintenance of the Hanford Local Area Network (HLAN) infrastructure. Provide Network Administration, coordinate HLAN		None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Intranet and Internet website configuration control and standards, Network Operations Center (NOC), UNIX/MS Windows SQL/WEB server administration, file server backup and recovery, E-Mail Administration and Support, Internet Support, dial-up and VPN Remote Access Services, Maintenance and Software Management, Technology Support for Hardware and Software, maintain virus protection software, electronic distribution and deployment of software applications running in the HLAN environment, and testing and evaluation of new computer and information technologies. HLAN network services include Network Management and Network Maintenance.			

C.4.2.22 Hanford Patrol

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide security services to the Hanford Site (including those of the Pacific Northwest National Laboratory [PNNL], but excluding the WTP construction-site. Once construction of the WTP is complete, Hanford Patrol will provide protective force service for the WTP), and respond to alarms and other emergencies/incidents 24 hours a day, seven days a week. Provide qualified Security Police Officers for protection of Site targets, government assets, and access control at Site Barricades. Provide the certified explosive detection K-9 and Search Teams. Mutual aid of K-9 or law enforcement backup support units may be made available on a non-mission interference basis to local, regional, state, and federal police agencies and to school systems in response to threats of violence. Provide 911 dispatch and emergency communications, and operate Washington State "ASSESS" law enforcement computer systems, and dispatch of the Benton County Sheriffs Office on the Hanford Site. Provide the mandated minimum number of responders as stipulated in the Site Safeguards and Security Plan (SSSP) to maintain protection for Site facilities. Provide alarm and duress monitoring for Hanford Site alarmed facilities as required. Provide in-region tracking for radioactive shipments and single point of contact for all outbound Hanford-related radioactive/hazardous material shipments. Provide crash phone, siren, and traffic and crowd control during emergencies. Provide access control, conduct badge checks, issue temporary badges, and search for prohibited articles. These provided services must interface directly with RL, and in the event of an emergency involving the Site Safeguards and Security forces, RL may assume command and control of the forces and the event, if the Emergency Operations Center is activated.	<p>The Contractor shall provide security services to the Hanford Site.</p> <p>The Contractor shall provide qualified staff for protection of site targets, government assets and access control.</p> <p>The Contractor shall provide the certified explosive detection.</p> <p>The Contractor shall provide 911 dispatch and emergency communications.</p> <p>The Contractor shall implement the Site Safeguards and Security Plan (SSSP).</p> <p>The Contractor shall provide in-region tracking for radioactive shipments.</p> <p>The Contractor shall provide crash phone, siren, and traffic and crowd control.</p> <p>The Contractor shall provide access control.</p>	None Identified	None Identified

C.4.2.23 Industrial Hygiene Laboratory

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Calibrate and repair various monitoring equipment used by safety and industrial hygiene for evaluating worker protection. Provide evaluations of equipment and technical assistance to support projects with specific sampling process needs.		None Identified	None Identified

C.4.2.24 Information Resource Management (IRM)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Manage, operate and maintain site applications and services, without enhancements or upgrades, that support Hanford, including the following:</p> <p>Hanford PeopleCore database--the central, integrated source of key Hanford site personnel and facility data for nearly 130 site applications.</p> <p>Hanford Identification Number (HID) system--the central source for the generation of new HID numbers and for the maintenance of all HID numbers assigned.</p> <p>Hanford Information System Inventory (HISI)--the central repository for the registration of applications/systems.</p> <p>Software configuration tools--A centralized repository for software and documentation used</p> <p>Hanford PopFon--the site-wide telephone directory utility program, which provides users of the Hanford Local Area Network (HLAN) with the capability to look-up telephone and organizational information pertaining to active employees on the Hanford Site.</p>	The Contractor shall manage, operate and maintain existing Site applications and services.	CD0106 Cyber Security Program Plan Update Due: Semi-Annually	None Identified

C.4.2.25 Infrastructure Reliability

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide essential replacements, renovations, and upgrades to the water system, sewer system, electrical distribution system, transportation system, telecommunications system, emergency services system (Fire Department, and Emergency Operations Center), and General Purpose Facilities, including contracting and project management functions. Provide capital equipment replacements (e.g., emergency response vehicles, cranes, or other equipment that exceeds thresholds for expense funding, currently \$50,000) for non-project specific, Contractor provided service and general infrastructure mission activities.	<p>The Contractor shall complete 100B Area export water system reliability enhancements:</p> <ul style="list-style-type: none"> install fire sprinkler system in 181B River Pumping Station replace diesel pumping assembly in 181B River Pumping Station install 12 inch water main to 181B and two fire hydrants install two new diesel pumping assemblies at 182B Reservoir (and remove four old pumping assemblies) replace diesel fuel tank at 182B Reservoir Issue approved Construction Completion Document (A-6002-656) signifying facilities available for beneficial use. <p>The above requirement assumes that the 181/2 D water facilities continue operations until enhancements are completed and facilities available for beneficial use.</p>	CD0586 100B Area export water system reliability enhancements completed Due: December 31, 2007	None Identified

C.4.2.26 Land Management (day-to-day)

SCOPE	REQUIREMENT(S)	DELIVERABLES COMPLETIONS	GFS/I
<p>The Contractor shall assist RL in the implementation of the Comprehensive Land-Use Plan in accordance with the Plan and as directed or interpreted by DOE from time-to-time.</p>	<p>The Contractor shall assist RL with land use determinations.</p> <p>The Contractor shall comply with the Hanford Comprehensive Land-Use Environmental Impact Statement</p> <p>The Contractor shall follow Property Management Regulations (41 CFR 101 and 102) for real estate transactions executed by the RL.</p> <p>The Contractor shall integrate the use of real property for the overall site, individual operating areas, and specific parcels of land through:</p> <ul style="list-style-type: none"> (A) Strategic planning, site selection, and excavation permits; (B) Site wide system integration, investigation, recommendation, implementation; interface, conflict resolution, and consensus building; (C) Project definition and management; and (D) Promotion of land as a strategic asset. The Contractor shall ensure that the action of one project does not impact others, and that no single project dominates others, or damages resources that the project has not vested interest in. <p>The Contractor shall administer and manage the Site Selection and Excavation Permit processes across the Hanford Site as a streamline and integrated procedure for project review, including consistency with the Hanford Comprehensive Land-Use Plan and implementation objectives.</p> <p>The Contractor shall manage real property including review of property uses: reuse of land and facilities, investigate and characterize land, monitor miss use of property or encroachments, identify orphan or unknown land uses (e.g., non-pristine land, hazards, and waste site), investigate and disposition non-permitted activities, track and document land-use occurrences and activities.</p> <p>The Contractor shall prepare out-grants (easements, licenses, permits, and leases) and transfers (deeds), including supporting utilization surveys, disposition and plan for, administer and document real property disposals (out-grants and transfers) on the Hanford Site for execution by RL. The disposal of real estate includes, but is not limited to, boundary determination, radiological surveys, cultural surveys, biological surveys, title searches, legal-boundary surveys, fair market appraisals, environmental due diligence, NEPA, characterization, and facility preparation.</p> <p>Included at Compliance Level:</p> <p>The Contractor shall conduct and coordinate NEPA 5-Year Supplemental Analysis (10 CFR 1021) for the Comprehensive Land-Use</p>	<p>CD0587</p> <p>Summary list, including general information (e.g., location and size) and general description of the type of requests reviewed, for all site selection and excavation permits process and issued in the past 3 years.</p> <p>Due: March 31, 2007</p>	<p>None Identified</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES COMPLETIONS	GFS/I
	<p>Plan to ensure the land-use plan is relevant and current.</p> <p>The Contractor shall provide support for the potential transfer of land to Energy Northwest for WNP-1, 2, and 4 Sites.</p>		

C.4.2.27 Locksmith Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provides locksmith support for the installation, replacement and maintenance of locks, keys and access control systems for the protection of SNM, nuclear materials, classified matter and government property.	<p>This work scope shall be done in compliance with:</p> <p>CRD M 473.1-1, <i>Physical Protection Program Manual</i></p>	None Identified	None Identified

C.4.2.28 Longterm Stewardship

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide Long Term Stewardship (LTS) support to RL	<p>The Contractor shall implement DOE's vision for LTS as outlined in the document, <i>Hanford Long Term Stewardship Program and Transition: Preparing for Environmental Management Cleanup Completion, DOE/RL-2003-39, Rev 0, August 2003</i>. This will require, at a minimum, the following:</p> <ul style="list-style-type: none"> • Development of a single site wide approach for the implementation of institutional controls; • Development of a transition process that ensures LTS consideration are considered early in the cleanup process; • Develop a continuous improvement process; • Development of performance metrics that address the transition process; • Development of property transfer mechanisms; • Development of a quality assurance document for post closure documents; • Development of an integrated information management system approach; • Clearly define the regulatory documents required to document cleanup; • Development of a transition checklist that sets the criterion that Hanford remediation contractors must meet in order for the transfer land to the Contractor for long term stewardship. The checklist shall be consistent with the requirements needed for Hanford transition from EM to LM. <p>The Contractor's planning shall be coordinated with the River Corridor Contractor's Long Term Stewardship Planning.</p> <p>The Contractor shall help foster public confidence in cleanup decision that requires institutional controls for an extended time period.</p> <p>The Contractor shall support DOE Stewardship strategic planning and</p>	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
	<p>requirements definition including developing strategies, legal documents, and technical specifications to transition the Hanford Site to post-cleanup resource and risk management.</p> <p>The Contractor shall provide assistance to DOE in planning and implementing site resource management and long-term stewardship activities including performing studies and analysis of long-term stewardship needs; preparing plans and manuals; and preparing site resources and area management plans.</p> <p>The Contractor shall maintain Hanford's Long-Term Stewardship web site.</p> <p>Included at Compliance Level:</p> <p>The Contractor shall perform a comprehensive update to the Sitewide Institutional Controls Plan.</p>		

C.4.2.29 Mail

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide delivery and pickup of interplant and U.S. Postal mail; maintenance of the mail stop identification number (MSIN); obtain and maintain receipts on accountable mail (registered, certified, priority and insured); and address services for mail distribution.		None Identified	None Identified

C.4.2.30 Mapping Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide general and business-specific Hanford Site maps. Specific data systems supported include Hanford Geographical Information System/WIDS, E911, electrical utilities, environmental permitting, telecommunications mapping, and others. Provide and maintain geographically defined data sets of the Hanford Site. Provide copies of standard maps and the Hanford Site Data Sets on request. Provide custom maps.		None Identified	None Identified

C.4.2.31 Occupancy Pool – Government Owned/Leased Facilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide management, maintenance, and custodial services for government-owned (office space, mobile structures, and other general purpose facilities), commercial and GSA leases for general-purpose facilities (office, training spaces, etc.) that can be used to house programs/contractors. Occupancy Pool includes facilities as approved by DOE RL and ORP.		None Identified	None Identified

C.4.2.32 Paging Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide pager services including engineering, maintenance, operation radio spectrum licensing, and other related services for the on-site, Government-owned Hanford Site pager infrastructure. Provide administration of the regional paging contract and the national paging contract.	The Contractor shall provide pager services.	None Identified	None Identified

C.4.2.33 Reserved

C.4.2.34 Property System Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for the maintenance and operations of the site property management system (Sunflower Asset Management System) jointly utilized by FH, CH2M Hill and WCH for the integrated reporting of the DOE-owned property located on the Hanford Site. Support to the WTP contractor and PNNL is not included. Manage DOE-owned property in FH's custody per contractual and regulatory requirements.	The Contractor shall provide for the maintenance and operations of the Site property management system.	CD0113 Activities Generating Precious Metals/Report Due: Annually	None Identified
		CD0402 Precious Metals Forecast Report Due: Annually by September 30th	None Identified
		CD0111 Physical Inventory Report Due: Annually	None Identified
		CD0588 Input to Property Information Data System (PIDS) database Due: Annually by December 15th	None Identified
		CD0589 Contractor Personal Property Management Balanced Scorecard Plan Due: Annually by September 30th	None Identified
		CD0590 Contractor Personal Property Management Balanced Scorecard Report Due: Annually by December 15 th beginning December 15, 2007	None Identified
		CD0591 Input to GSA Non-Federal Recipients Report and Exchange/Sale Report Due: Annually by November 15th	None Identified

C.4.2.35 Radio Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide engineering, maintenance and operations for radio communication services including two-way, fire dispatch, safety and emergency preparedness, and security systems and infrastructure services including spectrum licensing and management and National Telecommunications and	The Contractor shall provide radio communications services.	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Information Administration (NTIA) registration of radio frequencies.			

C.4.2.36 Records Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage the vital records program, provide records restoration, and records/document management systems. Provide Material Safety Data Sheet management services for site contractors.	The Contractor shall provide records management services for government records. The Contractor shall collect the volumetric printing/duplicating information and load it into the electronic media for the annual Joint Committee on Printing (JCP) Report and the annual report on copying activities to the Office of Scientific and Technical Information (OSTI).	None Identified	None Identified

C.4.2.37 Records Storage

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide long-term records storage services for government records generated by DOE and Hanford contractors. Includes receipt of boxed records for inactive retention, processing for storage, search and retrieval for use, and eventual disposition. Administer the local records holding area storage facility and associated systems, and maintenance of the interface with the Federal Records Center in Seattle, Washington for effective inventory management.	The Contractor shall provide long-term records storage services for government records.	None Identified	None Identified

C.4.2.38 Refrigerated Equipment Services (RES)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide corrective and preventive maintenance of government owned refrigeration/heating equipment (including Refrigerant Gas removal from deactivated equipment). Maintain documentation as required by the U.S. Environmental Protection Agency. Operate a repository for refrigerant gases.	The Contractor shall provide corrective and preventive maintenance of government owned refrigeration/heating equipment. The Contractor shall maintain and operate a refrigerant gases repository.	None Identified	None Identified

C.4.2.39 Respiratory Protection

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide factory certified maintenance, inspection, and testing for all self contained breathing apparatus, breathing air carts, and powered air-purifying respirators.		None Identified	None Identified

C.4.2.40 Road Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide accident and spill cleanup, grading and sweeping of roads and shoulders, removal of road debris, minor road maintenance including crack sealing, patching, minor paving of potholes, road striping, and snow removal from primary and secondary roads. Establish snow removal priorities each season.	The Contractor shall maintain site roads with the exceptions of Route 2S from the Wye barricade to Route 11A and Route 11A from Route 2S to gate 810 until September 30, 2007, when the roads will transfer from ORP back to RL.	None Identified	None Identified

C.4.2.41 Safeguards & Security (SAS)

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
<p>Provide for the protection of SAS interests involving the use, identification, processing, possession, receipt, shipment, storage and disposition of SNM, classified and sensitive matter, and protection of personnel and government property. Integrate security operations on the Hanford Site.</p> <p>Provide program planning and administration: (e.g., vulnerability assessments, safeguards and security plans, SAS strategic plans, technical analysis/security upgrade cost estimates, and special studies to ensure cost-effective SAS applications); protection program management (physical security, security systems, badging); information security (protect classified and unclassified sensitive information generated, processed, and stored on the Hanford Site from loss, damage, and unauthorized disclosure; provide operational and enhancement support of the Richland Clearance Information Management System; and integrate operations security, classified information systems security, classified matter protection and control, the classification office, unclassified cyber security, telecommunications security, technical surveillance countermeasures, and the foreign national visits and assignments program); and safeguards/material control and accountability, security awareness, and personnel security.</p> <p>Provide technical expertise and emergency response personnel and equipment for the mitigation and joint incident command and control with site security forces for the control of any weapons of mass destruction and chemical/biological weapons incidents affecting the interest of the Government.</p>	The Contractor shall initiate the development of the implementation of <i>FY 2003 Design Basis Threat (DBT) Policy</i> , comply with DOE DBT requirements, and any specialized instructions or direction from RL for this contract work scope.	CD0114 Nuclear Material Accountability Transaction Data Report Due: Monthly	None Identified
		CD0115 Nuclear Material Balance Report Due: Monthly	None Identified
		CD0118 Operations Security Program Status Report Due: Annually	None Identified
		CD0121 Patrol Contingency Plan Due: Annually	None Identified
		CD0122 Protective Force Strength Report Due: Quarterly	None Identified
		CD0120 Category of Ending Inventory Report Due: Quarterly	None Identified
		CD0119 Classification Officers Report Due: Quarterly	None Identified
		CD0117 Site Safeguards and Security Plan Due: As Required	None Identified
		CD0116 Status Report on DOE Findings Due: Quarterly	None Identified

C.4.2.42 Sanitary Waste Disposal

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide for the collection and disposal of sanitary solid waste from the Hanford Site and for the disposal of non-radioactive non-dangerous drummed waste, medical waste, and asbestos waste. Monitor and maintain the closed Hanford Solid Waste Landfill	The Contractor shall dispose of sanitary solid waste, non-radioactive, non-dangerous drummed waste, medical waste, and asbestos waste.	CD0123 Solid Waste Landfill Monitoring Report Due: Annually	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
including periodic inspections, soil gas monitoring and leachate management and monitoring. Operate the inert landfill at Pit 9 and administer contracts for disposal of solid waste, asbestos, medical waste, and drummed non-hazardous waste.			

C.4.2.43 Solid Waste Storage and Disposal

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide disposal of low-level waste (excludes operation of ERDF); designation and shipment of hazardous waste; manage the off site treatment, storage and disposal facility contracts; identify classified solid waste and properly segregate; provide product determinations; manage orphan wastes; store mixed and transuranic wastes. Segregated classified wastes should be put in an unclassified configuration prior to disposal off-site.	<p>The Contractor shall dispose of baseline volumes of LLW and RMW (MLLW), as defined in the SWIFT 2006.0 Report, from DOE and U.S. Department of Defense generators as approved by RL.</p> <p>The Contractor shall support waste treatment/storage/disposal requests from generators approved by RL.</p> <p>The Contractor shall manage orphan wastes, and store mixed and transuranic wastes.</p> <p>The Contractor shall designate and ship hazardous waste. Hazardous waste leaving the Hanford Site for disposal must follow RL-approved radiological moratorium limits.</p> <p>The Contractor shall maintain the Solid Waste and Liquid Waste Acceptance Criteria. Modifications of the Solid Waste Acceptance Criteria shall be approved by RL.</p> <p>The Contractor shall maintain the Solid Waste Forecast. The Solid Waste Forecast shall be maintained in an internet accessible basis. The Solid Waste Forecast shall include forecasts of all TRU(M), LLW and MLLW volumes expected to be generated or managed within the scope of this contract, including post contract period waste and CERCLA waste.</p>	<p>CD0592 Solid Waste Forecast updated Due: Annually</p>	None Identified

C.4.2.44 Telecommunication Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide engineering, operation and maintenance of the Hanford Site telephone exchange services (voice, data, special circuits, 911 support, FTS and commercial long-distance features, and attendant/operator services) including inside plant and outside plant wiring, transport (backbone) systems, switching equipment, infrastructure, and associated equipment.	The Contractor shall provide engineering, operation and maintenance of the Hanford Site telephone exchange services.	None Identified	None Identified

C.4.2.45 Reserved

C.4.2.46 Traffic Engineering

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide technical direction for traffic control related issues applicable to the Hanford roads.	The Contractor shall provide technical direction for traffic control applicable to the Hanford roads.	None Identified	None Identified

C.4.2.47 Traffic Manager

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Serve as the Site Traffic Manager by coordinating on-site and off site shipments, including hazardous materials. Serve as the Agent for the Government as 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 subcontractors under this Contract. Manage inbound and outbound freight including, but not limited to, less-than-truckload-lot (LTL), truckload (TL), and Air.	The Contractor shall: <ul style="list-style-type: none"> • Serve as the Traffic Manager by coordinating on-site and off site shipments, including hazardous materials. • Serve as the agent for the Government as 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 subcontractors under this contract. • Manage inbound and outbound freight including, but not limited to, LTL, TL, and Air. 	None Identified	None Identified

C.4.2.48 Transportation and Packaging

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide technical support for the Hanford Site for on-site and off-site transportation and packaging of hazardous materials and hazardous wastes, including those that are classified as radioactive.	The Contractor shall maintain DOE/RL-2001-0036, <i>Hanford Sitewide Transportation Safety Document</i> . This work scope shall be performed in compliance with: <ul style="list-style-type: none"> • DOE/RL-2001-0036, Revision. 1, <i>Hanford Sitewide Transportation Safety Document</i>. 	CD0443 Transportation & Packaging Program Unreviewed Safety Question Determination (USQD) Summary Report Due: Annually	None Identified

C.4.2.49 Tri-Party Agreement/Site Administrative Record/Public Information Repositories

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Establish the Hanford Administrative Record. Obtain, receive and manage the Administrative Record (AR) documents generated as a result of permitting or closure of Hanford TSD or Operable Units or expedited response action (ERA) that are required by the TPA and other legal requirements, such as RCRA, and CERCLA to be maintained in the Hanford Site AR File and Public Information Repositories (PIR). Establish a documented review process for determining documents to be included in the AR. Establish, manage files, retrieve records, and make records available to the public, including maintaining the four PIRs in the Pacific Northwest.	The Contractor shall manage documents that are required by the Tri-Party Agreement (TPA) and other legal requirements. Included at Compliance Level: The Contractor shall develop certification and implementing procedures. RL will be responsible for obtaining final regulatory approval of procedures, if necessary. The Contractor shall manage, and maintain action-specific and site-wide AR files to include making reasonable efforts to obtain documentation. On a quarterly basis, formally transmit a letter to RL to request documents required by		None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>the TPA Action Plan be submitted to the Administrative Record from RL, ORP, EPA, Ecology, and the other Prime contractors.</p> <p>The Contractor shall establish a documented review process for determining documents to be included in the AR.</p>		

C.4.2.50 Utilities Operations and Maintenance – Electrical Utilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for the safe and reliable operation of the Hanford Site electrical transmission and distribution (T&D) system in the 100, 200, 400, and 600 Areas. Interface with the Bonneville Power Administration (BPA) to ensure that electrical power and transmission related needs are met. Use meter reading and BPA cost allocation to determine customer billing.	<p>The Contractor shall operate the Hanford Site electrical T&D system.</p> <p>The Contractor shall collect the necessary electrical load forecast information from all Hanford Site contractors.</p>	<p>CD0125 Hanford Site 10-Year Load Forecast Due: Annually</p>	None Identified
		<p>CD0593 Load Shift Reports to BPA and RL Due: As Required.</p>	None Identified
		<p>CD0594 Breakdown (by contractor) of BPA power and transmission billing. Due: Monthly</p>	None Identified

C.4.2.51 Utilities Operations and Maintenance – Sewer Utilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for the safe and reliable operation of assigned sanitary sewer systems including Subsurface Absorption Systems (SSAS), temporary holding tanks, distribution piping, and the 400 Area sanitary sewer line that runs to Energy Northwest.	The Contractor shall operate assigned sanitary sewer systems.	<p>CD0126 Inspection Record Reports (Sewer System O&M Activities to DOH) Due: Annually</p>	None Identified

C.4.2.52 Utilities Operations and Maintenance – Water Compliance and Sampling

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain a drinking water program that includes source, production, distribution, monitoring, and cross-connection control programs in accordance with federal drinking water laws and the Site applicable WAC.	The Contractor shall maintain a drinking water program for the Hanford Site.	<p>CD0286 Lead and Copper Monitoring Report Due: Tri-Yearly</p>	None Identified
		<p>CD0300 200E, 200W, 400 Area Drinking Water Report Due: Monthly</p>	None Identified

C.4.2.53 Utilities Operations and Maintenance – Water Utilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide for the safe and reliable operation and maintenance of the 100 Area Export Water System, 200, 400 (inside the Property Protected Area only), and 600 Area water treatment and distribution systems and facilities on the Hanford site.</p> <p>A 30 inch concrete line supplying the 100 F</p>	The Contractor shall operate and maintain water treatment and distribution systems and facilities on the Hanford site.	<p>CD0130 Water Facility Inventory Report Forms Due: Annually</p>	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>and 100 H Areas is excluded from the scope of this contract. In addition, all distribution piping connected to the concrete main water lines (export water system) supplying the 100 F, 100 H, 100 D, 100 N, and 100 B Areas are excluded from the scope of this Contract.</p>			

C.5 Other Work Scope

This Contract includes work scope not solely associated with site cleanup, waste and SNF management operations, or site services and is necessary for the successful accomplishment of the Contract. The work scope includes Environment, Safety, Health and Quality Assurance (ESH&Q) support; Emergency Management and Preparedness for Contract activities and assigned facilities; Contractor Project Management activities and products; and support provided directly to RL and request-for-service activities.

C.5.1 Environment, Safety, Health and Quality Assurance (ESH&Q)

C.5.1.1 Environmental Protection

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide an environmental compliance program that includes preparation/coordination of regulatory required site-wide environmental reports, permits, permit applications; addressing/tracking of regulator issues; performance of near-field monitoring; and providing technical support for TPA compliance and regulatory analysis. Ensure compliance with applicable environmental laws and regulations.	The Contractor shall manage assigned facilities and operable units to assure compliance with environmental permits, requirements, and agreements.	CD0155 Annual BCAA Asbestos Notification of Intent Due: Annually	None Identified
	The Contractor shall provide legally and regulatory required environmental monitoring of near facility, air, and liquid effluents.	CD0139 Annual Environmental Release Report Due: Annually	None Identified
	The Contractor shall collect, compile, and integrate environmental monitoring data from operations and activities under its control and from other Hanford Site Contractors. This data will be used in preparation of mandatory state and Federal environmental reports for the Hanford Site.	CD0153 Annual Noncompliance Report Due: Annually	None Identified
		CD0150 Annual Nonradioactive Airborne Emissions Reports Due: Annually	None Identified
	The Contractor shall provide technical support to manage the TPA.	CD0164 Annual Radionuclide Air Emissions Report Due: Annually	None Identified
	The Contractor shall evaluate the impacts of new environmental laws and regulations and provide an assessment of the cost of implementation.	CD0142 Air Operating Permit (AOP) Annual Compliance Certification Report Due: Annually	None Identified
	The Contractor shall compare the monitoring data with regulatory and/or permit standards and provide reports to the other contractors for their use in assessing compliance with the standards. The data shall also be compiled, collated, and/or consolidated, as necessary, into the mandatory state and Federal environmental reports for the Hanford Site.	CD0159 Class V Underground Injection Control Well Registration Due: As Required	None Identified
	The Contractor shall provide appropriate environmental data for its facilities and operable units to support Hanford Site assessments and preparation for the Hanford Site Environmental Report.	CD0160 Environmental Monitoring Plan (EMP) to PNNL Due: Every Three Years	None Identified
	The Contractor shall prepare, maintain and comply with Hanford site-wide environmental requirements and permits, as directed by RL. This includes required site-wide regulatory analysis associated with the Hanford environmental program.	CD0146 <i>Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA) Section 312 Tier Two Emergency and Hazardous Chemical Inventory Report</i> Due: Annually	None Identified
		CD0158 EPCRA Section 313 TRI Report Due: Annually	None Identified
	The Contractor shall provide technical	CD0151 Hanford AOP Semi-Annual	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	support to manage the Hanford site-wide permits and assist in resolving regulatory agency enforcement actions.	Report Due: Semi-Annually	
		CD0157 Hanford Site Annual Dangerous Waste Reports Due: Annually	None Identified
		CD0141 Hanford Site Annual Polychlorinated Biphenyl (PCB) Document Log Due: Annually	None Identified
		CD0163 Hanford Site Annual PCB Report Due: Annually	None Identified
		CD0288 National Pollutant Discharge Elimination System Discharge Monitoring Report Due: Monthly	None Identified
		CD0154 RCRA Permit Class I Modification Notification Due: Quarterly	None Identified
		CD0148 RCRA Pipe Mapping and Marking Report Due: Annually	None Identified
		CD0143 RCRA Section 3016 Report Due: Biennially	None Identified
		CD0152 Portable and Temporary Radioactive Air Emission Units (PTRAEU) & Heating & Ventilation Units (HVU Annual) Report Due: Annually	None Identified
		CD0147 National Emission Standards for Hazardous Air Pollutants (NESHAP) Status Report Due: Quarterly	None Identified
		CD0161 Underground Storage Tank Master License Renewal Application Due: Annually	None Identified
		CD0595 Class V Underground Injection Control Wells Updates to Ecology Due: Annually	None Identified
		CD0596 Class V Underground Injection Control Wells Decommissioning Notification to Ecology Due: As Required	None Identified

C.5.1.2 Integrated Safety Management (ISM) System

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain a single project wide ISM system.		CD0132 Performance Objectives, Measures, and Commitments Report Due: Annually	GF0089 Approve updates to the Annual Performance Objectives, Measures, and Commitments Report within 30 days of submittal

C.5.1.3 Nuclear Safety

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain a Nuclear Safety Program that includes criticality safety and nuclear facility safety.	The Contractor shall perform readiness determinations for restart of nuclear activities and for start-up of new nuclear activities to demonstrate readiness to safely start the activity.	CD0137 Project Hanford – FY200X Criticality Safety Self Assessment Report Due: Annually	None Identified
	The Contractor shall provide support to the RL liaisons to the DNFSB.	CD0293 Quarterly Update of the Startup Notification Report for Fluor Hanford Managed Facilities Due: Quarterly	GF0117 Approve quarterly updates of the Startup Notification Report within 30 days of submittal
	The Contractor shall provide support to RL for the <i>Price-Anderson Amendment Act of 1988</i> (PAAA) Enforcement Program.	CD0182 Unreviewed Safety Question Summary Report for each FH managed category 1,2, and 3 nuclear facilities Due: Annually	None Identified
		CD0597 Updated Documented Safety Analysis for each Contractor managed Category 1, 2, and 3 nuclear facility. Due: Annually	GF0147 See Section C.1.6

C.5.1.4 Occupational Safety & Health

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Develop, implement, and maintain a worker safety and health program that complies with 10 CFR 851.	The Contractor shall meet applicable occupational safety and health requirements for site-related operations and conditions.	CD0598 Fluor Hanford 10 CFR 851 Worker Safety and Health Program Document Due: February 26, 2007	GF0148 Provide written response back to FH for variances to 10 CFR 851 within 30 days from submittal.
	The Contractor shall provide management of chemicals in accordance with DOE Orders and directives.	CD0599 List of closure facility hazards and established controls within 90 days of hazard identification starting May 25, 2007	GF0149 Provide acceptance of hazard controls or direct additional actions within 90 days of receipt of the FH list(s).
	The Contractor shall interface with the Site Occupational Medical contractor for occupational health services as described in Fluor Hanford 10 CFR 851, <i>Worker Safety and Health Program Document</i> .		GF0150 A notice or letter identifying who is (are) responsible to be the Authority Having Jurisdiction (AHJ) as defined in NEC, and referenced in the Federal Register Volume 71, Number 27, page 6912, paragraph 2, and implemented through 10CFR851 Appendix A Item 10.
	The Contract shall submit Variances as required in accordance with 10 CFR 851 Subpart D Variances Sections 851.30 and 851.31		
	The Contractor shall meet the requirements of FH 10 CFR 851, <i>Worker Safety, and Health Program Document</i> for site related operations and conditions effective May 25, 2007.		
	The Contractor shall maintain the Hanford		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>Workplace Electrical Safety Board and Codes Board, to serve as a recommending body for Electrical Interpretations and request for exemptions, equivalencies and retroactivity interpretations, as allowed for in the National Electrical Code.</p> <p>The Contractor shall be a member of a committee established under 10 CFR 851 to address multi-contractor site safety issues as referenced in 10 CFR 851.11 (a) (2i) and (2ii).</p>		Due: January 15, 2007

C.5.1.5 Quality Assurance

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain and implement a Quality Assurance Program.	<p>This work scope shall be done in compliance with:</p> <ul style="list-style-type: none"> • CRD O 414.1C, <i>Quality Assurance</i> • 10 CFR 830, Subpart A, <i>Quality Assurance Requirements</i> 	<p>CD0136 Update to the approved Quality Assurance Program Description (QAPD) Due: Annually</p>	<p>GF0090 Approve updates to the Quality Assurance Program Description within 30 days of submittal</p>

C.5.1.6 Radiation Protection

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain an environmental and occupational radiation protection program.		<p>CD0138 Updated Radiation Protection Program Plan Due: Tri-Annually</p>	None Identified

C.5.2 Emergency Management/Preparedness

C.5.2.1 Emergency Management/Preparedness

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide an emergency response capability for assigned facilities that implements the <i>Hanford Emergency Management Plan</i> , DOE/RL-94-02.		None Identified	None Identified

C.5.3 Management Products and Controls

This Section describes the management products and controls required during the Contract period.

C.5.3.1 Accounting System

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain a Contractor accounting system.	The Contractor's accounting system must have the electronic capability to generate and transmit by acceptable mode, the periodic detailed accounting information, at a minimum monthly and at year-end, to the DOE's Primary Accounting System for	<p>CD0267 Estimated Property Valuation Due: Annually</p>	None Identified
		<p>CD0270 Conference Management Report</p>	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	reporting financial activity under this contract in accordance with DOE requirements and the DOE Accounting Handbook, except for Chapters 3, 5, 8, 14, 16, 18, 19, and 20.	Due: Quarterly	
		CD0405 Planned Conference Activity January – March Due: Annually	None Identified
		CD0179 Contract Funds Status Report Due: Monthly	None Identified
		CD0271 Depreciation Charges Due: Monthly	None Identified
		CD0181 Disclosure Statement Due: As Required	None Identified
		CD0273 Erroneous Payment Report Due: Quarterly	None Identified
		CD0173 Financial Information System (FIS) Management & Reporting System (MARS) Due: Month-End Deadlines	None Identified
		CD0278 Fiscal Year 200X Workman's Compensation with Rate of 2% Due: As Required	None Identified
		CD0279 Fiscal Year 200X Year-End Requirements and FY200X Planning Requirements Due: Annually	None Identified
		CD0277 Fiscal Year 200X Travel Target Report [include FY200X Travel Target for following year in 4 th Quarter Report] Due: Quarterly	None Identified
		CD0281 Fluor Hanford, Inc., Cost Submittal FHXXXX Due: Monthly	None Identified
		CD0282 Functional Support Cost Reporting (FSCR) for FY200X Due: Annually	None Identified
		CD0414 Supplemental Compensation Report Due: Annually	None Identified
	NOTE: RL has modified, with DOE Headquarters knowledge and approval, the instructions in Accounting Handbook Chapter 21, "Financial Closeout." These guidelines are followed, except that the final audit is not completed by DOE; rather it is completed by the Defense Contract Audit Agency. Consistent with Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulations (DEAR) requirements, the final audit and contractor certifications are received and the Contracting Officer prepares a final contract modification and closing documentation. RL Finance retires records according to RL guidelines for that contract.		
	The Contractor shall maintain and administer a financial management system as described in the Contractor Management Plan that		
	(1) is suitable to provide proper accounting in accordance with Generally Accepted Accounting Principles, and Cost Accounting Standards, except as modified by DOE requirements;		
	(2) supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as Budget and Reporting Numbers (B&R), Project Baseline Summary (PBS), and local projects/tasks;		
	(3) maintains proper funding authorization including when Approved Funding Program changes between PBS's or changes between Operating, Capital Equipment, or General Plant Projects within a PBS are required;		
	(4) notifies DOE as soon as possible when potential reprogrammings are anticipated or required;		
	(5) integrates and reports the financial information for subcontractors; and		
	(6) provides all other necessary financial reports, which shall include accumulating and reporting indirect and support costs by function.		
	The Contractor shall continue to operate the classified Departmental Inventory Management System (DIMS), which reports the financial aspects of special nuclear material inventory changes and status.		
	The Contractor shall report cost information for all contract funds, including work for others. (FY04 to FY08)		
	The financial management systems of Assigned Personnel employers shall have the same level of detail required of the Contractor and be consistent with the requirements of this clause.		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	The use of overtime is authorized under this Contract if the overtime premium cost does not exceed 12% of total payroll.		

C.5.3.2 Baseline

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain an integrated, traceable scope, schedule, and cost contract baseline and life-cycle baseline for selected PBSs as directed by the Contracting Officer, in accordance with CRD O 413.3, Chg 1, <i>Project Management for the Acquisition of Capital Assets</i> .	<p>The Contractor shall develop an integrated scope, schedule, and cost baseline at a minimum of 50% confidence level (unless a lower level of confidence is agreed to between the Contractor and DOE) and maintain the integrated Project Baseline for the period of Contract performance.</p> <p>The Contractor shall not be required to update the life-cycle baseline more than once per year.</p> <p>The Contractor shall maintain the life-cycle baseline containing scope, schedule, and cost information to support development and maintenance of an integrated RL baseline and support the Federal annual budget, planning, and execution processes.</p> <p>The Contractor shall maintain vertical and horizontal traceability between technical, schedule and cost at all levels of the WBS structure.</p> <p>The baseline shall contain the following elements:</p> <ol style="list-style-type: none"> 1. General <ol style="list-style-type: none"> a. An electronic baseline available in HANDI 2. Technical Baseline <ol style="list-style-type: none"> a. WBS Hierarchy b. PBS Mission Objectives c. WBS Dictionaries d. Waste and Material Forecasts e. Functions and Requirements by PBS f. Gold Metrics by PBS g. RAM Tables for Waste Sites and Facilities 3. Schedule Baseline <ol style="list-style-type: none"> a. Critical Path schedules by PBS b. Milestone Listing that includes TPA and other Regulatory milestones 4. Cost Baseline <ol style="list-style-type: none"> a. Cost Profiles by PBS <p>The Project Baseline shall:</p> <ol style="list-style-type: none"> 1. Provide basis of cost estimate information 30 days after baseline update. 2. Integrate and be consistent with the risk management approach. <p>Contract period (FY04 to FY08) planning shall be based on the scope requirements, interfaces, endpoints, and funding provided in this Contract.</p> <p>Contract period (FY04 to FY08) planning shall be maintained through rigorous change</p>	<p>CD0284 GFS/I Report Due: Quarterly</p>	None Identified
		<p>CD0167 Integrated Project Baseline(s) Due: As Requested</p>	<p>GF0093 Formal direction to update the life cycle baseline 60 days prior to need</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>control.</p> <p>The Contractor shall maintain the Hanford Site Technical baseline data (now in the Hanford Site Technical Database) for all Hanford Site cleanup work.</p> <p>The Contractor shall incorporate all GFS/Is that are critical path to achieving performance incentives into baseline schedules.</p> <p>The Contractor shall provide support to RL for the occasional budgetary ("what if") exercises. Budgetary exercises include, but not limited to:</p> <ul style="list-style-type: none"> • PBS changes and scope transfers • Funding level changes • Mission objective changes • Schedule changes <p>The Contractor shall provide support and documentation required for the DOE Critical Decision process in accordance with CRD O 413.3, Chg 1, <i>Project Management for the Acquisition of Capital Assets</i>.</p> <p>The Contractor shall prepare Contractor Project Execution Plans (PEP), or Project Management Plans (PMP), in accordance with the requirements of DOE O 413.3, Chg 1, <i>Project Management for the Acquisition of Capital Assets</i>. The Contractor shall perform all responsibilities assigned to the Contractor in the PEPs/PMPs, and develop a graded approach to implement DOE Order requirements.</p> <p>The Contractor shall support DOE Unicall requests at a level consistent with budget submittals.</p>		

C.5.3.3 Change Control

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Maintain baseline configuration control using disciplined change control.</p>	<p>The Contractor shall implement and provide all necessary support to the integrated project baseline change control system. The Project Baseline shall be used as the reference for all baseline changes.</p> <p>Baseline changes that result in one or more of the following must be submitted for disposition:</p> <ol style="list-style-type: none"> 1) Changes to the contract statement of work; 2) Changes to performance incentive objectives, definitions, or completion criteria; 3) Changes to end-state definitions; 4) Changes to contract funding levels; 5) Changes to annual gold metrics; 6) Changes which result in impacts to other site contractors; 7) Changes that increase the execution year PBS funding; and 	<p>CD0168 Baseline Change Requests Due: As Required</p> <p>None Identified</p>	<p>None Identified</p> <p>GF0095 Formal direction for any change to contract statement of work; performance incentive objectives, definitions, or completion criteria; end-state definitions; contract funding levels; or gold chart metrics.</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	8) Changes to any PBS total life-cycle cost. The Contractor may implement baseline changes that are directed and funded by RL or are self-funded by FH. These BCRs will be provided to RL for information and review. Any changes resulting from RL's review will be incorporated in subsequent BCRs.		

C.5.3.4 Contract Reporting

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Report performance for the technical work scope, schedule, and cost profile defined in the Contract Baseline. Provide contract reports to RL, as listed in deliverables for Sections C.2 through C.5.</p> <p>The Contractor shall provide DOE with the necessary project performance information to support budget planning, execution, and reporting; project planning and execution; audit and evaluation; and other DOE performance assessment and information needs.</p>	<p>Each month, the Contractor shall prepare and transmit to DOE the Project Hanford Management Contract Performance Report at the PBS level or higher. This report shall include the FH information to support the DOE Environmental Management Performance Report.</p> <p>The Contractor shall conduct contract status meetings each quarter to include the Gold Metrics, issues, and overall cost and schedule performance at the PBS level or higher.</p> <p>The Contractor shall submit Monthly PBS Project Performance Reports for DOE review that contain the following minimum information for the current month, current quarter, and cumulative-to-date:</p> <ol style="list-style-type: none"> 1. Evaluation of safety performance (including safety metrics and all recordable injuries, lost-time injuries, and near-misses). 2. Evaluation of performance (including identification of performance trends, required corrective actions, and corrective action status). 3. Project Risk Management Summary. 4. Evaluation of project scope baseline accomplishments, significant accomplishments, regulatory commitments, and DOE/Congressional commitment metrics. 5. Evaluation of project schedule baseline performance, variances, and critical path. 6. Evaluation of project cost baseline performance and variances. 7. Estimates-to-complete and estimates-at-completion (for the fiscal year). 8. Analysis of funds expenditure,. 9. 90-day look-ahead forecast for major activities, milestones, and GFS/I needs <p>The Contractor shall submit to DOE the accident reports provided for by Revised Code of Washington (RCW) Title 51, Section 51.28.010 (as required) .</p>	CD0268 Wage Increase Expenditure Report, DOE-F-3220.8 and Recruitment and Retention Report Due: Annually	None Identified
		CD0309 Annual Report on Contractor Workforce Restructuring Due: Annually	None Identified
		None Identified	GF0096 Formal direction for any change to IPABS-IS or PARS format or content 60 days prior to need
		CD0290 Procurement Balanced Scorecard Due: Annually	None Identified
		CD0187 Compensation Increase Plan Due: Annually	None Identified
		CD0183 Diversity Plan Update Due: Annually	None Identified
		CD0272 Equal Employment Opportunity (EEO)1 Report – Required by and sent to the U.S. Department of Labor Due: Annually	None Identified
		CD0283 FY200X Annual Audit Activities Report Due: Every January	None Identified
		CD0310 FY 200X Internal Audit Annual Plan Due: June 200X	None Identified
		CD0285 Internal Audit Quarterly Status Report Due: 20 Days After FY Quarter End	None Identified
		CD0311 Internal Audit Reports Due: As Completed.	None Identified
		CD0184 Minority and Female Personnel Inventory and	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>Conduct a review, at least yearly, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.</p> <p>The Contractor shall support and attend periodic RL/Contractor Performance Management Meetings.</p> <p>The Contractor shall report subcontracting activity in accordance with the agreed subcontracting plan, as required in FAR 52.219-9 using the SBA ESRS System.</p> <p>The Contractor shall report all environmental, safety, and health events and information as required in CRD M 231.1-1A, <i>Environment, Safety, and Health Reporting</i>; DOE O 450.1, <i>Environmental Protection Program</i>; and DOE O 5400.5, <i>Radiation Protection of the Public and the Environment</i>. The Contractor shall flow down the applicable reporting requirements to all levels of self-performed work and all tiers of subcontracted work performance. The Contractor shall consolidate all information and serve as a single point of reporting to DOE for all environmental, safety, and health events and information.</p> <p>The Contractor shall provide all required support for the preparation of annual and/or periodic consolidated Hanford Site reports for all Contract activities, including summaries of work performed, monitoring and assessment, compliance status, identification and resolution of problems, and other related activities.</p>	Evaluation for Promotional Opportunities Report Due: Annually	
		CD0188 Recruitment and Retention Pool Amount Update Due: Annually	None Identified
		CD0295 Report of Compensation (Forms DOE-F-3230.6a and DOE-F-3230.6b) Due: Annually	None Identified
		CD0193 Small Business Subcontracting Plan Due: Annually	None Identified
		CD0169 Project Hanford Management Contract Performance Report Due: Monthly	None Identified
		CD0178 Fiscal Year (FY) 200X Contractor Assurance on the Adequacy of the Internal Management Control Program Due: Annually every August	None Identified
		CD0186 Salary Guidelines Due: Annually	None Identified
		CD0410 Annual Experience Report of Claims for Automobile and Commercial General Liability Due: Annually	None Identified
		CD0298 VETS-100 Report – Required by and sent to the U.S. Department of Labor Due: Annually	None Identified
		CD0600 Contractor Employment and Separation Data Due: Annually	None Identified
		CD0601 Davis-Bacon Semi-Annual Enforcement Report Due: Semi-Annually by the 1 st Friday of April and October	None Identified
		CD0602 Updated Labor Relations Module in the Work Force Information System Due: Annually by January 15 th	None Identified

C.5.3.5 Interface Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Work with DOE-RL, DOE-ORP, and other site contractors to establish and maintain	Interface control documentation shall clearly define the roles and responsibilities of the	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
interface documentation that defines the various interfaces and associated agreements.	various parties (DOE and Contractor) with respect to the interface. The Contractor shall comply with established interface agreements and manage changes to interface documents using an approved change control process.		

C.5.3.6 Project Controls and Estimating Systems (PCES)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Implement, maintain and use project controls systems and work processes that support successful execution and completion of the contract work scope.	The PCES shall follow the guidelines of ANSI EIA-748-A-1998, <i>Earned Value Management Systems</i> , and this Contract.	None Identified	None Identified

C.5.4 Legal Services and Litigation Management

C.5.4.1 Legal Services and Litigation Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide legal services to Contractor staff and managers; control the risk of litigation in operation of this Contract; and administer the Contractor Legal and Ethical Conduct Program.	Legal Services shall be provided to staff and managers to enable them to make informed decisions and to operate within the applicable laws and regulations.	CD0194 Legal Resources Management Plan update Due: As Necessary	GF0098 Identify deficiencies in the Legal Resources Management Plan within 30 days of submittal.
	Litigation Services for the Contractor shall be provided in cases of actual or threatened litigation, regulatory matters, or third-party claims in accordance with the Legal Resources Management Plan.		GF0099 State objections to staffing and resource plan within 30 days of submittal.
	The Contractor shall submit the Legal Resources Management Plan updates and an Annual Lessons Learned Report to DOE for review, as necessary.	CD0603 Subject Inventions/Patents Reports Due: As Necessary	None Identified
	The Contractor shall manage litigation actions, and provide RL Law Report updates and an annual budget submission in accordance with the Legal Resources Management Plan.		
	The Contractor shall submit Subject Inventions/Patents Reports as necessary.		

C.5.5 Science and Technology Planning and Integration Management

C.5.5.1 Science and Technology

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Plan and integrate the application of science and technology directly into projects and services to reduce schedule, cost and risk.	The Contractor shall track demonstrations and deployments of new or innovative technologies. The Contractor shall communicate and cooperate with DOE National Office of Science and Technology Program (e.g., RL, DOE Headquarters, Hanford Site contractors,	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	National Laboratories) and build partnership with the science and technology community.		

C.5.6 Training

C.5.6.1 Training Program

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Develop, implement and manage a training program that maintains a qualified workforce in sufficient numbers and skill levels to meet the Hanford Site requirements.		None Identified	None Identified

C.5.7 HAMMER (Hazardous Materials Management and Emergency Response)

C.5.7.1 HAMMER

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage, operate and maintain the Volpentest HAMMER Training and Education Center to provide training and education programs for hazardous material, waste management, and emergency response to Hanford workers (as a first priority) and for workers nationwide. Continue partnerships with HAMMER stakeholders.	<p>The Contractor shall manage, operate and maintain the Law Enforcement and Security Training Center (LESTC) (as an integral part of HAMMER) in such a manner that the Hanford Site's protective force, Hanford Patrol, has first priority in the use of the facilities/ranges to meet mandated training.</p> <p>The Contractor shall coordinate and schedule off-site law enforcement and private security entities to utilize excess capacity of the LESTC.</p>	None Identified	None Identified

C.5.8 Architect Engineer/Construction Management

C.5.8.1 Architect Engineering and Construction Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide Architect Engineering and Construction Management services necessary to accomplish the contract scope of work.		None Identified	None Identified

C.5.9 Direct Support to DOE/RL (U.S. Department of Energy, Richland Office)

C.5.9.1 Communications and Media Support

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide a wide range of communications support to include, but not be limited to, media relations, printed materials, electronic products (including audio, video and CD productions), the Hanford website, Tribal Government participation, public participation and outreach, tours, employee communications, and emergency	<p>Press releases and media briefings shall be coordinated with RL and be factual, proactive, and incorporate the Hanford key messages and cleanup outcomes.</p> <p>Publications and websites shall be developed in consultation with RL and shall be identified as a Hanford Site product.</p>	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
preparedness planning and execution.	<p>All communications activities shall comply with the DOE Openness Policy, DOE American Indian and Alaska Native Tribal Government Policy, and the Hanford Site TPA Public Involvement Community Relations Plan.</p> <p>The Contractor shall ensure that interactions with Tribal Nations are consistent with the principles of the DOE American Indian and Alaska Native Tribal Government Policy and are open, up-front, and coordinated with the RL Indian Nations Program manager.</p> <p>The Contractor shall coordinate communications with the staff on interactions with Congressional, state, local government, and elected officials regarding its Contract scope.</p> <p>The Contractor shall provide a timely, accurate, thorough and detailed response to information requested by DOE to comply with <i>Freedom of Information Act</i> and <i>Privacy Act</i> requirements.</p> <p>The Contractor shall provide support for emergency communications activities, including ensuring well-trained communications staff is available for the Joint Information Center (JIC) or Emergency Operations Center (EOC) in the event of an extended emergency.</p> <p>The Contractor shall support tours of the site, DOE sponsored tours and up to 18 (2 to 3 hours) public tours. Transportation, tour guides, and food/beverages will be provided as appropriate to support DOE. DOE will continue to provide personnel to support public tours. Additional public tours would require an RFS.</p> <p>The Contractor shall assist RL in preparations for the Congressional Cleanup Caucus.</p> <p>The Contractor shall provide strategic communication products, as requested, up to one half FTE annually.</p>		

C.5.9.2 Direct RL Support

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
The Contractor shall provide support to RL on specific activities.	<p>The Contractor shall provide Litigation Services support to RL in cases of actual or threatened litigation, regulatory matters, or third-party claims in accordance with the DOE Office of General Counsel, Legal Services and Litigation Management Policies and Procedures, as requested by the Contracting Officer.</p> <p>Assist RL in preparing regulatory documents to meet state and Federal regulations.</p> <p>The Contractor shall support DOE in the coordination, presentation, and integration of PHMC activities as they relate to Hanford</p>	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	Site initiatives and other DOE prime contractors, regulators, advisory boards, tribal governments, and/or stakeholders (up to ½ FTE annually).		

C.5.9.3 Emergency Preparedness (EP)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide support to RL on specific activities. Provide operational, technical and administrative emergency management services. Coordinate with DOE EP and DOE Office of Communications (includes ORP) staff in supporting the Hanford EOC; maintain and operate the JIC and Occurrence Notification Center (ONC); and manage the Transportation and Radiological Emergency Preparedness Programs. In support of the DOE EP Program, integrate Hanford's Site-wide EP Program, including maintenance of the Hanford Emergency Management Plan and implementing procedures, managing the Hanford Site Emergency Exercise Program, maintaining the Site Emergency response organization and facilities, maintaining the Hanford Site Emergency Alerting System, training site emergency response members, assisting RL in program management, assisting in the off site interface program, and provide support in managing the emergency public information program.	<p>The Contractor shall assist DOE with EP program management.</p> <p>The Contractor shall assist DOE with integration of Hanford's Sitewide EP Program.</p> <p>The Contractor shall maintain Hanford's Emergency Management Plan and implementing procedures.</p> <p>The Contractor shall assist DOE in managing Hanford's Site Emergency Exercise Program.</p> <p>The Contractor shall maintain 24 hour capability of the Hanford EOC, JIC, and ONC.</p> <p>The Contractor shall maintain the capability of the Hanford Site Emergency Alerting System.</p> <p>The Contractor shall train the Site emergency response members.</p> <p>The Contractor shall assist DOE in managing the off-site interface program.</p> <p>The Contractor shall assist DOE in managing emergency public information.</p> <p>The Contractor shall assist DOE in managing the Transportation Emergency Preparedness Program.</p> <p>The Contractor shall provide required information for the DOE Emergency Readiness Assurance Plan/Report (ERAP)</p> <p>The Contractor shall support DOE preparation of the annual Emergency Preparedness Field Exercise and quarterly limited exercise Evaluation Reports</p> <p>The Contractor shall support DOE preparation of the evaluation reports for declared emergencies.</p> <p>The Contractor shall provide Quarterly FH Emergency Management Metrics Data</p>	None Identified	None Identified

C.5.9.4 Energy Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage the Contractor's facilities and activities in an energy efficient manner and in accordance with the Contractor's Energy	The Contractor shall complete an annual Energy Management Report (consistent with guidance from the DOE Federal Energy	CD0211 Energy Conservation Analysis Report for New	GF0151 DOE guidance must be provided to the Site

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Management Plan, and support RL in gathering Hanford Site energy resource cost and consumption data. Exclusion: This excludes energy management and water usage data for Office of Science facilities.	Management Program) and submit the Report to RL. The Contractor shall collect the required energy resource (e.g., electrical, natural gas, fuel oil, etc.) cost and consumption data and input the data no later than 40 days after the end of each fiscal year quarter into the DOE Federal Energy Management Program (FEMP) Energy Management System (EMS) database (i.e., Quarterly Energy Conservation Performance Report); notify RL Energy Manager upon completion of each quarter data entry. The data shall also be included in the Annual Energy Management Report. The Contractor shall collect the required water usage data and include the information in the Annual Energy Management Report. Included at Compliance Level: The Contractor shall utilize the DOE Guidance and Metering Plans to provide electric metering system information, and develop and implement the Hanford Site Electric Metering Plan.	Building or Building Addition Projects Due: As Required	Contractors 60 calendar days prior to the required completion date.
		CD0210 FH Annual Energy Management Report Due: Annually	GF0152 DOE guidance for Annual Energy Management Report must be provided 60 calendar days prior to the required completion date.

C.5.9.5 Geospatial Information Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Support RL in disseminating Hanford geographical data.	The Contractor shall operate and maintain a Hanford geospatial clearinghouse web site. The Contractor shall support the Site Spatial Data Council. The Contractor shall serve as the RL point-of-contact and provide geospatial information for off-site requests.	None Identified	None Identified

C.5.9.6 Site-Wide RL Support

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide support to RL for site-wide activities: traffic management, operation of the Sample Management Office, and emergency preparedness. (Emergency Preparedness is described above.)	Act as the Traffic Manager by coordinating on-site and off-site shipments and serve as the designated shipping agent for DOE. The Contractor shall operate the Sample Management Office for RL.	None Identified	None Identified

C.5.9.7 TPA Support

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Support RL in the management of the TPA.	Support DOE and Hanford Site Contractor Project staff in TPA negotiations. Develop strategy, process, and procedures for TPA change packages for DOE approval. Assist the responsible project in the development of the change packages and discussions with the lead regulatory agency.	CD0208 Resolution of Disputes Due: As Required	None Identified
		CD0604 TPA milestone status reports and statistics Due: Monthly	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>Support the TPA dispute resolution process. Develop strategy, process and procedures for the TPA dispute resolution process for DOE approval. Assist RL and the responsible Hanford Site contractor Project Offices in the development of the Statement of Dispute to ensure TPA and other regulatory requirements are not impacted by the proposed resolution contained in the Statement of Dispute.</p> <p>Included at Compliance Level:</p> <p>Incorporation in the Hanford TPA Handbook of strategy, process, and procedures for the TPA dispute resolution process.</p> <p>Incorporation in the Hanford TPA Handbook of strategy, process and procedures for the TPA change packages.</p>		

C.5.10 Request for Services Support

C.5.10.1 Request for Services Support

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage and administer the Request for Services (RFS) and Work for Others program.	<p>Develop a Statement of Work with an associated cost estimate, when requested by RL.</p> <p>Review request for resource availability and impact to on-going work and transmit package to RL for approval.</p>	<p>CD0214 RL approval request and RFS package Due: As Required</p>	None Identified

C.5.11 Mutual Aid Agreements

The Contractor shall make certain personnel available on a non-mission interference basis in response to requests for aid and assistance from those entities outside of the Hanford Site with which DOE has signed Mutual Aid Agreements (MAAs). Services for aid and assistance include, but are not limited to, fire protection/suppression, emergency medical services, and police assistance. Contract Section J, Appendix C contains the current list of MAAs.

When such request for aid and assistance impacts the Contractor's ability to perform work in support of required deliverables/completion dates or performance incentives, they may be considered a "change" in accordance with the Clause entitled, "*Changes – Cost Reimbursement*" of the Contract.

C.5.12 Contract Transition

C.5.12.1 Contract Transition

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
DOE and the Contractor recognize that prior to the end of the Contractor's performance	<p>Included at Compliance Level: Note – Requirements/scope (and associated</p>		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>period, a transition period will be necessary to allow a transition to a new Contractor. The Contractor agrees to work with DOE to establish an acceptable transition plan that supports the new Contractor in assuming their Contract responsibilities. DOE agrees that any requirements placed upon the incumbent Contractor to perform any transition activities should not impact funding or the Contractor's ability to earn fee.</p>	<p>cost estimates) for contract transition associated with the Mission Support Contract and end of the Contractor's performance period are not yet defined so transition planning and execution are included at the "Compliance Level."</p> <p>Provide a Mission Support Contract transition plan including schedule and cost estimate. (Associated GFS/I – Provide notification and scope definition 90 days prior to transition plan need date.)</p> <p>Manage the Mission Support Contract transition activities in accordance with the plan and schedule.</p> <p>Provide an end of contract transition plan including schedule and cost estimate. (Associated GFS/I – Provide notification and scope definition 90 days prior to transition plan need date.)</p> <p>Manage the end of contract transition activities in accordance with the plan and schedule.</p>		

C.6 Other Contractors

The Contractor may provide services to, and receive services from, other prime contractors by Memoranda of Agreement (MOA). An MOA is used to establish a solid framework for providing work between prime contractors to clarify the responsibilities and processes, and to create consistency among the parties. The MOA will include standard definitions, work request elements, generalized decision analysis, and a rigorous dispute-resolution process. The use of an MOA, and/or the use of any term contained within, does not create a subcontractor or supplier relationship.

Those services, equipment or supplies that the contractor chooses to use or those DOE directs the contractor to use, shall be costed and reimbursed under the terms of this Contract.

When services between prime contractors are offered and accepted, DOE does not expect the requesting prime contractor to review or otherwise validate top-level crosscutting 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.

However, the contractor requesting services is responsible for oversight of requirements related to the specific work task(s) to ensure that the performing contractor delivers a product or service that will meet the requirements of the requesting contractor. When ordering products or services from a prime contractor source, the requesting contractor can use and rely on existing information from DOE or the performing prime contractor to develop and implement oversight protocols, using a graded approach, that are appropriate to the relevant task. 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. Potential conflicts, questions, and/or issues that may be unclear or otherwise confusing should be discussed and resolved by both parties in advance.

The requesting prime contractor is obligated to provide sufficient specifications, requirements, hazard information and unique quality, technical, safety and environmental requirements for the work to be performed. The performing prime contractor is expected to seek clarification of requirements that conflict with, or are greater than, its own baseline requirements.

The requesting prime contractor shall notify the performing prime contractor of issues regarding the services provided by the performing prime contractor, including issues relative to delivery of specific services or the quality of the specific services provided. The prime contractors should work together to resolve these issues promptly. DOE should be promptly notified if the issue remains unresolved. For outstanding issue resolution, DOE senior management should involve the contractor principals, or designees, to quickly provide resolution.

The performing prime contractor should operate in accordance with the requirements of its prime contract, including but not limited to, requirements associated with environmental compliance, safety, health, and quality, in executing the specific activities identified by the requesting prime contractor as well as meeting any specific requirements identified and required by the requesting prime contractor. If meeting the requested requirements would be inconsistent with the performing prime contractor's contract with DOE, then the conflict should be brought to the attention of DOE and resolution developed prior to performance of the work.

Costs for Packaging/Processing SNF

Costs for the packaging, shipment, and receipt of the SNF to the CSB/ISA is not included in this workscope but is the responsibility of the other contractors who are planning/requesting shipments to the CSB/ISA. Costs for processing any changes beyond the approved operating envelope shall be the responsibility of the requesting contractor. This cost includes, but is not limited to, processing changes to the authorization bases/envelopes, permits.

Also, costs for processing exemptions/exceptions to the SNFAC are the responsibility of the contractor requesting the exemptions/exceptions. This cost includes, but is not limited to, processing changes to the authorization bases/envelopes, permits.

C.6.1 Advanced Technologies and Laboratories International, Inc. (ATL)

Advanced Technologies and Laboratories International, Inc. (ATL), under a separate prime contract to ORP, is responsible for providing analysis of highly radioactive samples in support of PHMC Projects. These services will be performed in the 222-S Laboratory Complex located in the 200 Area of Hanford.

ATL is responsible for the following: receiving samples, which are potentially highly radioactive; preparing samples, which are potentially highly radioactive for analysis; recording and tracking all samples and related waste materials; performing chemical and radionuclide analyses using necessary quality control and quality assurance; reporting the results and archive sample remainders as required by the customer; and providing Standards Laboratory services for the Hanford Site.

C.6.2 AdvanceMed Hanford (AMH)

AdvanceMed Hanford (AMH), under a separate prime contract to RL manages the Site Occupational Medical Contract to provide occupational health services through health risk management and occupational health services to personnel at Hanford. Through these services, AMH strives to maximize the health and safety of Hanford personnel while minimizing personal and occupational health risks. AMH has the lead to coordinate Health Risk Management program teams with the Site in identifying and analyzing the hazards that Hanford personnel face in the work environment and brings an awareness of health and safety issues to DOE, Hanford Site contractors, and others as designated in writing by the Contracting Officer or designee.

AMH provides the following, but is not limited to these types of services: medical monitoring and qualification examinations, including the controlled substances/alcohol testing program (mandatory use); diagnosis and treatment of occupational injury or illness; monitored care; legacy health issues; employee counseling and health promotion; occupational health process improvement; human reliability testing; records management; emergency and disaster preparedness; health care cost management; field/facility visits; case management; records and data extraction; other occupational medical services; reporting; and supporting transition.

C.6.3 Battelle Memorial Institute (BMI)

Battelle Memorial Institute (BMI), under a separate prime contract to DOE, operates the Pacific Northwest National Laboratory (PNNL). PNNL is one of five Office of Science multi-program laboratories that conduct research and development activities. Some of the programs conducted at PNNL are part of the Office of Science laboratory system and require no integration with Hanford's Environmental Management (EM) programs; however, many of the research and technology development programs have direct relevance to the Hanford cleanup mission. As applicable, the Contractor is encouraged to utilize the scientific and technical capabilities available from PNNL and work directly with PNNL to maximize the benefit to Hanford from the National research and development program.

PNNL monitors the Hanford environment to protect the public safety and the Hanford Site ecological and cultural resources. This includes providing real-time localized weather information for routine safety operations and emergency response, performing Hanford Site and off-site environmental monitoring, and determining radiological exposure to the public and the environment.

PNNL provides the following services:

- Calibration of hand-held and small portable radiological instruments
- Coordination and control of all aviation activities on the Hanford Site. Assists in validation of Site compliance with Federal Aviation Administration rules for hazards to aviation
- Meteorological data and forecasting information
- Management of the public reading room of DOE literature
- Services related to the monitoring and assessment of employee exposure to radiation at the Site
- Management of the Technical Library located at the Richland WSU Campus.

C.6.4 Bechtel National, Inc. (BNI)

Bechtel National, Inc. (BNI), under a separate prime contract to ORP, is responsible for designing, constructing, and commissioning the Waste Treatment and Immobilization Plant (WTP). The WTP will treat the tank wastes being managed by CH2M HILL Hanford Group, Inc.

C.6.5 CH2M HILL Hanford Group, Inc. (CH2M HILL)

CH2M HILL Hanford Group (CH2M HILL), under a separate prime contract to ORP, is responsible for managing the Hanford Site Tank Farms. CH2M HILL is responsible for safely managing and retrieving for disposal the radioactive waste stored in 177 underground tanks and related facilities.

CH2M HILL also provides, as a variable service, testing of ventilation and filters, and ventilation balance to maintain established flows and pressures on systems. Specifics include ventilation stack flow testing, fume hood flow testing, high efficiency particulate air (HEPA) filter vacuum testing/certification and HEPA filter efficiency testing.

C.6.6 Confederated Tribes of the Umatilla Indian Reservation (CTUIR)

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR), under a separate Cooperative Agreement with RL, and their subcontractor WillowStick, performs geophysical data collection. The primary objective of the work, WillowStick's AquaTrack Groundwater Mapping investigation, is to identify the preferential groundwater flow paths under the 100-N Areas of the Hanford Site. The final product deliverable will be a plan-view conceptual model of the groundwater preferential flow paths.

C.6.7 Johnson Controls, Inc. (JCI)

Johnson Controls, Incorporated (JCI), under a separate prime contract, is responsible for the Energy Savings Performance Contract, which currently includes steam service to support heating and other operations at the Site and air compressors for twenty 300 Area facilities. JCI can also propose additional energy conservation measures. These may include, but are not limited to, lighting system upgrades; pumping system upgrades; automation; heating, ventilation, and air conditioning upgrade; and addition of utility monitoring and control systems.

C.6.8 Washington Closure Hanford (WCH)

Washington Closure Hanford (WCH), under separate prime contract to RL, is responsible for performing River Corridor (RC) closure activities in four major geographic areas: 100, 300, 400, and 600 Areas. RC closure includes completion of all activities required to: deactivate, decontaminate, decommission, and demolish excess facilities; place former production reactors in an interim safe and stable condition; remediate waste sites and burial grounds; meet regulatory requirements; and transition to long-term stewardship in the 100, 300, 400, and 600 Areas.

RC closure includes the following 11 major activities: 1) Transition, 2) Remediation Design, 3) Regulatory and Supporting Documentation, 4) Deactivate, Decontaminate, Decommission, and Demolish (D4) Facilities, 5) Reactor Interim Safe Storage, 6) Field Remediation, 7) Waste Operations, 8) Operate and Close Utility Systems, 9) Surveillance and Maintenance, 10) Miscellaneous Restoration, and 11) Final Closure and Stewardship.

C.6.9 Vista Engineering Technologies, LLC (Vista Engineering)

Vista Engineering Technologies, LLC, under a separate prime contract with RL, is responsible for carbon tetrachloride source term location in the 200 West Area of the Hanford Site. Vista Engineering will select and deploy innovative, yet reliable, technologies for characterizing and quantifying the remaining carbon tetrachloride as dense nonaqueous phase liquid (DNAPL) in the subsurface. The data obtained from this work will be a major element in the decision matrix for selecting the final remedial solution for carbon tetrachloride contamination at Hanford.

C.7 Abbreviations and Acronyms

ALE	(Fitzner Eberhardt) Arid Lands Ecology (Reserve)
AMH	AdvanceMed Hanford
AOP	Air Operating Permit
AR	Administrative Record
ATL	Advanced Technologies and Laboratories International, Inc.
BCRs	Baseline Change Requests
B&R	Budget and Reporting Numbers
BNI	Bechtel National, Inc.
BMI	Battelle Memorial Institute
BPA	Bonneville Power Administration
CAS	Condition Assessment Survey
CCRC	Centralized Consolidated Recycling Center
CDI	Canyon Disposition Initiative
CERCLA	<i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980</i>
CFR	Code of Federal Regulations
CH2M HILL	CH2M HILL Hanford Group, Inc.
CH-TRU	Contact Handled-Transuranic Waste
CH-TRUM	Contact Handled-Transuranic Mixed Waste
CPOF	Conditional Payment of Fee
CRD	Contractor Requirements Document
CSB	Canister Storage Building
CTUIR	Confederated Tribes of the Umatilla Indian Reservation
CVDF	Cold Vacuum Drying Facility
CVP	Cleanup Verification Package
CY	Calendar Year
CWC	Central Waste Complex
D4	Deactivation, Decontamination, Decommissioning, and Demolishing
D&D	Decontamination and Decommissioning
DEAR	Department of Energy Acquisition Regulations
DNAPL	Dense Nonaqueous Phase Liquid
DNFSB	Defense Nuclear Facilities Safety Board
DOD	U.S. Department of Defense
DQO	Data Quality Objective

DOE	U.S. Department of Energy
DOECAP	U.S. Department of Energy Consolidated Audit Program
DSA	Documented Safety Analysis
EDA	Economic Development Administration
EE/CA	Engineering Evaluation/Cost Analysis
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EM	U.S. Department of Energy, Office of Environmental Management
EMP	Environmental Monitoring Plan
EMS	Energy Management System
EOC	Emergency Operations Center
EP	Emergency Preparedness
EPCRA	<i>Emergency Planning and Community Right-to-Know Act of 1986</i>
ERDF	Environmental Restoration Disposal Facility
ESH&Q	Environment, Safety, Health & Quality Assurance
ETF	Effluent Treatment Facility
ERA	Expedited Response Action
FAR	Federal Acquisition Regulations
FAST	Federal Automotive Statistical Tool
FEMP	Federal Energy Management Program
FFTF	Fast Flux Test Facility
FIMS	Facility Information Management System
FSAR	Final Safety Analysis Report
FTE	Full-time Equivalent
FY	Fiscal Year
GFS/I	Government-Furnished Services or Information
GSA	General Services Administration
HAMMER	Hazardous Materials Management and Emergency Response Training and Education Center
HASQARD	Hanford Analytical Services Quality Assurance Requirements Document
HEIS	Hanford Environmental Information System
HISI	Hanford Information System Inventory
HLAN	Hanford Local Area Network
HLV	High-Level Vault
HLW	High-Level Waste
HRR	High-Resolution Resistivity
IAEA	International Atomic Energy Agency

IHLW	Immobilized High-Level Waste
INL	Idaho National Laboratory
IRC	Internal Revenue Code
ISA	Interim Storage Area
ISC	Interim Storage Cask
ISM	Integrated Safety Management
JCP	Joint Committee on Printing
JIC	Joint Information Center
JCI	Johnson Controls, Inc.
KE	100 K East
KW	100 K West
LAMPRE	Los Alamos Molten Plutonium Reactor Experiment
LERF	Liquid Effluent Retention Facility
LESTC	Law Enforcement and Security Training Center
LLBG	Low-Level Waste Burial Grounds
LLNL	Lawrence Livermore National Laboratory
LLV	Low-Level Vault
LLW	Low-Level Waste
LTL	Less-than-truckload-lot
LTS	Long-Term Stewardship
LWR	Light-Water Reactor
M&TE	Measuring and Test Equipment
MAA	Material Access Area
MARS	Management & Reporting System
MBA	Material Balance Area
MCL	Maximum Contamination Level
MCO	Multi-Canister Overpack
MGR	Monitored Geologic Repository
MLLW	Mixed Low-Level Waste
MOA	Memorandum of Agreement
MSIN	Mail Stop Identification Number
MWDT	Mixed Waste Disposal Trenches
NDE/NDA	Nondestructive Examination/Nondestructive Analysis
NEPA	<i>National Environmental Policy Act of 1969</i>
NF	Nuclear Fuel
NHPA	<i>National Historic Preservation Act of 1966</i>

NM	Nuclear material
NMMSS	Nuclear Materials Management and Safeguards System
NPDES	National Pollution Discharge Elimination System
NOC	Network Operations Center
NOC	Notice of Construction
NPL	National Priorities List
NTIA	National Telecommunications and Information Administration
OMB	U.S. Office of Management and Budget
ORP	U.S. Department of Energy, Office of River Protection
ORR	Operational Readiness Review
OSHA	U.S. Occupational Safety and Health Administration
OST	Office of Science and Technology
OSTL	Office of Scientific and Technical Information
PAAA	<i>Price Anderson Amendment Act of 1988</i>
PARS	Project Assessment & Reporting System
PBS	Project Baseline Summary
PC	Personal Computer
PCB	Polychlorinated Biphenyl
PCES	Project Controls and Estimating Systems
PCSR+	Personnel Security Clearance Reports Plus
PUREX	Plutonium-Uranium Extraction Facility
PFP	Plutonium Finishing Plant
PHMC	Project Hanford Management Contract
PIR	Public Information Repositories
PNNL	Pacific Northwest National Laboratory
PNSO	U.S. Department of Energy, Pacific Northwest Site Office
PTE	Potential to Emit
QAPD	Quality Assurance Program Description
REDOX	Reduction Oxidation (S Plant) Facility
RC	River Corridor
RCCC	River Corridor Closure Contract
RCRA	<i>Resource Conservation and Recovery Act of 1976</i>
RCW	Revised Code of Washington
RD/RA	Remedial Decision/Remedial Action
REC	Radiochemical Engineering Cells
RES	Refrigerated Equipment Services

RI/FS	Remedial Investigation/Feasibility Study
RFS	Request for Services
RINM	Reactor Irradiated Nuclear Material
RL	U.S. Department of Energy, Richland Operations Office
ROD	Record of Decision
RPP	River Protection Project
RSW	Retrievably stored waste
RTD	Remove, treat and dispose
S&M	Surveillance and Maintenance
SAC	System Assessment Capability
SAFKEG	Safekeg, radioactive materials packaging
SALDS	State Authorized Liquid Discharge System
SAMS	Sunflower Asset Management System
SARP	Safety Analysis Report for Packaging
SAS	Safeguards and Security
SEPA	<i>State Environmental Policy Act of 1971</i>
SNF	Spent Nuclear Fuel
SNFAC	SNF Acceptance Criteria
SNM	Special Nuclear Material
SRS	Savannah River Site
SSAS	Subsurface Absorption Systems
SSF	Sodium Storage Facility
SSSP	Site Safeguards and Security Plan
SST	Single-Shell Tank
STARS	Standard Accounting and Reporting System
SWITS	Solid Waste Information Tracking System
T&D	Transportation and Distribution
TARC	Tri-Cities Asset Reinvestment Company, LLC
TEDF	Treated Effluent Disposal Facility
TID	Tamper Indicating Devices
TL	Truckload
TPA	Tri-Party Agreement, officially known as the <i>Hanford Federal Facility Agreement and Consent Order</i>
TRAMPAC	TRUPACT II Authorized Methods for Payload Control
TRIGA	Training, Research, Isotopes, General Atomics
TRU	Transuranic
TRUM	Transuranic Mixed Waste

TRUPACT	Transuranic Package Transporter
TSR	Technical Safety Requirement
TSD	Treatment, Storage, and Disposal
Vista Engineering	Vista Engineering Technologies, LLC
WAC	Washington Administrative Code
WCH	Washington Closure Hanford
WESF	Waste Encapsulation and Storage Facility
WIPP	Waste Isolation Pilot Plant
WRAP	Waste Receiving and Processing Facility
WSCF	Waste Sampling and Characterization Facility
WTP	Waste Treatment and Immobilization Plant

PART I – THE SCHEDULE

SECTION C STATEMENT OF WORK

TABLE OF CONTENTS

C.1 Project Hanford Management Contract Overview	1
C.1.1 Hanford Site Cleanup Overview	2
C.1.2 Waste and Spent Nuclear Fuel (SNF) Management Operations Overview	3
C.1.3 Infrastructure and Hanford Site Services	4
C.1.4 Other Work Scope	5
C.1.5 Other Prime Contractors	5
C.1.6 Government Furnished Services or Information (GFS/I)	5
C.2 Project Hanford Cleanup Work Summary	8
C.2.1 100 Area Cleanup Work	8
C.2.1.1 100 Area Facility Cleanup	8
C.2.1.1.1 K Basin Deactivation	8
C.2.2 Central Plateau Cleanup Work	13
C.2.2.1 Central Plateau Facility Cleanup	13
C.2.2.1.1 Central Plateau Facilities	13
C.2.2.1.2 Plutonium Finishing Plant (PFP) Cleanup	14
C.2.2.1.3 Waste Encapsulation and Storage Facility (WESF) Cleanup	18
C.2.2.1.4 Railcar Disposition	19
C.2.2.2 Central Plateau Facility and Waste Site Surveillance and Maintenance	19
C.2.3 400 Area Cleanup Work	20
C.2.3.1 Fast Flux Test Facility (FFTF) Cleanup	20
C.2.4 Prepare Decisional Documents	21
C.2.5 Soil and Water Remediation	23
C.2.6 Remediation Definition and Analysis	26
C.3 Waste and SNF Management Operations	29
C.3.1 Canister Storage Building (CSB) & 200 Area Interim Storage Area (ISA)	29
C.3.2 Central Waste Complex (CWC)	30
C.3.3 Waste Receiving and Processing Facility (WRAP)	30
C.3.4 T Plant	31
C.3.5 Liquid Effluent Retention Facility (LERF)	32

C.3.6	200 Area Effluent Treatment Facility (ETF).....	33
C.3.7	200 Area Treated Effluent Disposal Facility (TEDF).....	33
C.3.8	300 Area Treated Effluent Disposal Facility (TEDF).....	34
C.3.9	Low-Level Waste Burial Grounds (LLBG).....	34
C.3.10	Mixed Waste Disposal Trenches (MWDT).....	35
C.3.11	Mixed Low-Level Waste Treatment.....	36
C.4	Infrastructure and Services.....	37
C.4.1	Infrastructure Key Areas Beyond FY 2008.....	37
C.4.2	Infrastructure Services.....	38
C.5	Other Work Scope.....	58
C.5.1	Environment, Safety, Health and Quality Assurance (ESH&Q).....	58
C.5.2	Emergency Management/Preparedness.....	61
C.5.3	Management Products and Controls.....	61
C.5.4	Legal Services and Litigation Management.....	67
C.5.5	Science and Technology Planning and Integration Management.....	67
C.5.6	Training.....	68
C.5.7	HAMMER (Hazardous Materials Management and Emergency Response).....	68
C.5.8	Architect Engineer/Construction Management.....	68
C.5.9	Direct Support to DOE/RL (U.S. Department of Energy, Richland Office).....	68
C.5.10	Request for Services Support.....	72
C.5.11	Mutual Aid Agreements.....	72
C.5.12	Contract Transition.....	72
C.6	Other Contractors.....	74
C.6.1	Advanced Technologies and Laboratories International, Inc. (ATL).....	75
C.6.2	AdvanceMed Hanford (AMH).....	75
C.6.3	Battelle Memorial Institute (BMI).....	76
C.6.4	Bechtel National, Inc. (BNI).....	76
C.6.5	CH2M HILL Hanford Group, Inc. (CH2M HILL).....	77
C.6.6	Confederated Tribes of the Umatilla Indian Reservation (CTUIR).....	77
C.6.7	Johnson Controls, Inc. (JCI).....	77
C.6.8	Washington Closure Hanford (WCH).....	77
C.6.9	Vista Engineering Technologies, LLC (Vista Engineering).....	78
C.7	Abbreviations and Acronyms.....	79

C.1 Project Hanford Management Contract Overview

The Hanford Site has two major missions: (1) cleanup, and (2) science and technology. There are two major U.S. Department of Energy (DOE) Office of Environmental Management (EM) programs associated with cleanup. One is the River Protection Project (RPP), which entails cleanup of Hanford Site tank waste, and is managed by the DOE Office of River Protection (ORP). The other is Project Hanford, which entails cleanup of the remainder of the Hanford Site, and is managed by the DOE Richland Operations Office (RL). The DOE Office of Science through the Pacific Northwest Site Office (PNSO) manages the science and technology mission. This Contract pertains to the cleanup activities associated with Project Hanford. This work shall be accomplished in a manner that achieves high levels of quality; protects the environment, the safety and health of workers and the public; and complies with requirements.

DOE and the Contractor recognize that under terms of the Contract clauses entitled, *Withdrawal of Work* and *Optional Services*, DOE may exercise its rights to modify this Statement of Work. DOE and the Contractor agree to negotiate a reasonable transition period for each change to minimize the impact on existing work being performed.

The following Sections provide an overview of the activities included in the Contractor Scope of Work. Details are contained in Sections C.2 through C.5. Each Section includes a table(s) as shown below, which contains a description of the scope, requirements associated with performing the scope, deliverables and/or completion points, and Government Furnished Services or Information (GFS/I).

If no specific due date or periodic requirement is identified, deliverables/completion points shall be completed by September 30, 2008. For deliverables/completions due dates with only a month specified, the due date will be at the end of the specified month.

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Life-cycle work scope that needs to be accomplished in support of the RL Project Hanford mission. Completion of the life-cycle work scope may extend beyond the Contract Period.	Contractor's key or unique requirements for work associated with funded scope during the Contract period of performance, including acceptance criteria where available. Requirements for additional scope that may be added during the Contract period if funding is provided at the compliance level are identified as "Included at Compliance Level." Requirements associated with life-cycle work scope that extend beyond the Contract Period are identified as "Post Contract Period." Requirement source documents are identified in Section J, Appendix C.	Contractor endpoints, work scope completions, products, reports, or commitments that will be delivered prior to end of contract.	Government furnished services or information that the Contractor needs to complete assigned work scope and deliverables/completion points.

The Contractor commitments for all Contractor assigned TPA milestones shall be as specified in Section J, Appendix F, Contract Period TPA Milestone List.

The Contractor shall include in the life-cycle baseline planning for activities to perform all Post-Contract Period requirements shown in Section C, *Statement of Work*, unless directed otherwise by RL. In addition, the Contractor shall achieve progress on all of the end-states that are defined

in the life-cycle baseline consistent with the cost and schedule objectives of the life-cycle baseline. These activities include, but are not limited to, the characterization and analysis that result from field investigations, analysis and selection of technology(ies), engineering and/or technical analyses, proposed waste disposal pathways, identification of required GFS/I, schedule(s), and cost estimate(s).

C.1.1 Hanford Site Cleanup Overview

The Hanford Site encompasses approximately 580 square miles and is divided into a number of areas. The 100 Area served as the irradiation area where fuel rods were placed in reactors and irradiated by nuclear fission reactions. The 200 Area served as the chemical-processing area where plutonium and uranium were separated from the residual activation and fission products using liquid chemical processes, and the 300 Area served as the fabrication area where uranium metal billets were fabricated into jacketed fuel rods suitable for loading into nuclear reactors. The 600 Area includes portions of the Hanford Site not included in the 100, 200, or 300 Areas and served primarily as transportation corridors and buffer zones between the fabrication, irradiation, and chemical-processing areas. Other designated areas of the Hanford Site include the 400 Area (Fast Flux Test Facility [FFTF]), 700 and 3000 Areas (RL and contractor offices in Richland, Washington), and the 1100 Area (equipment maintenance).

The cleanup activities considered part of this Contract involve the 100, 200, 300, 400 and 600 Areas and Groundwater. Key cleanup activities include:

- Remediation Definition and Analysis: Activities necessary to develop, integrate, investigate, analyze, optimize, and recommend remediation alternatives for surface cleanup, vadose zone, and groundwater decisions. Includes remediation strategies, planning, risk analyses, and integration to obtain *Comprehensive Environmental Response, Compensation, and Liability Act of 1980* (CERCLA) Record of Decisions (RODs).
- Facility Cleanup: Activities necessary to achieve a final end-state for the facility (e.g., deactivation, decontamination, decommission, demolition, entombment or dismantlement, and site restoration), including closure of any treatment, storage and disposal (TSD) facility. Safe and secure storage of nuclear material until these materials can be transferred to another facility, sold, or dispositioned. Activities also include nuclear material stabilization.
- Waste Site Cleanup: Activities necessary to complete the remediation in accordance with requirements of the *Hanford Federal Facility Agreement and Consent Order* (commonly known as the Tri-Party Agreement or TPA), *Resource Conservation and Recovery Act of 1976* (RCRA), or applicable CERCLA ROD or Action Memorandum. Remediation of an operable unit or a portion of an operable unit is complete when the regulator provides a certificate of completion or a corrective measures report in compliance with the TPA Section 7.3.10 and/or 7.4.4.

- **Facility and Waste Site Surveillance & Maintenance:** Activities necessary to ensure that a site or facility remains in a physically safe and environmentally secure condition. Includes periodic inspections and monitoring of the property, appropriate contamination control actions, and required maintenance of barriers controlling access.
- **Groundwater Protection:** Activities necessary to protect the Columbia River and the near-shore environment. Includes groundwater monitoring and remediation to control the migration of plumes that threaten groundwater quality beyond the boundaries of the Central Plateau.

Section J, Appendix E provides a listing of the facilities and waste sites that will be managed in accordance with Section C, *Statement of Work*. The facilities and waste sites are summarized in six tables containing information for the facility/waste site identifier, geographic area, reference to the applicable Statement of Work section(s) that describes scope associated with the facility/waste site during the contract extension period, and remaining post-contract period scope. The six tables are:

- Table E-1: EXISTING STRUCTURES
- Table E-2: DEMOLISHED STRUCTURES WITH REMAINING SLABS/POTENTIAL HAZARD
- Table E-3: WASTE SITES
- Table E-4: WASTE SITES TO BE DISPOSITIONED THROUGH FACILITY D&D
- Table E-5: CLOSED WASTE SITES WITH POST CLOSURE ACTIVITIES
- Table E-6: GROUNDWATER OPERABLE UNITS

C.1.2 Waste and Spent Nuclear Fuel (SNF) Management Operations Overview

Provide centralized facilities for the treatment, storage, and disposal of solid waste; interim safe storage for Hanford Site spent nuclear fuel (SNF); and treatment and disposal of liquid effluents in support of Hanford cleanup activities and DOE complex-wide projects. These activities include the management, operations, surveillance, monitoring, and maintenance of buildings, burial grounds, and current waste inventories. Key waste and SNF operations activities include:

- **Safe and Compliant Operations:** Activities necessary to ensure facilities, structures, operating systems and equipment, and monitoring systems are maintained within the authorization basis until the facilities are transferred for cleanup. Secondary waste streams are prepared and packaged for disposition, as required, and disposed, as appropriate. Radiological control and access control are maintained to ensure personnel safety.
- **Treatment:** Activities necessary to prepare existing waste in storage and newly generated wastes resulting from clean-up operations for disposal. This includes preparation and packaging of SNF from dry storage for disposal. Treatment is considered complete when the wastes are made disposition ready and transferred to interim storage or the appropriate disposition system.

- **Storage Pending Disposition:** Activities necessary to provide interim storage for treated wastes for which there are no national policies for disposition. The wastes will be stored until such time as a national policy is determined and then disposed in accordance with that policy. SNF and wastes for which there is a national disposal policy, but for which the disposal facility is not yet in operation, will be stored until the disposal facility is ready to accept the SNF and waste.
- **Disposition:** Activities necessary to dispose waste and SNF on-site at an approved disposal facility or to transport it to sites identified by national policy to receive the wastes and SNF. Waste and SNF is considered to be dispositioned when it is accepted at the disposal facility or receiving site.

C.1.3 Infrastructure and Hanford Site Services

Maintain a viable site infrastructure to support the Hanford mission beyond FY 2008. Support the Hanford Site cleanup and science and technology missions by providing site services to all site contractors. The Contractor shall provide “ready to serve capacity” to perform the Scope in this Contract. Key activities include:

- **Analytical Services:** Activities necessary to acquire samples and accurately describe the composition or other qualities. This includes expertise in chemistry and data quality, field and sampling services, and waste and environmental sample analysis.
- **Emergency Response:** Activities necessary to respond to events, such as, fire, medical, rescue, and hazardous materials emergencies.
- **Information Resource Management:** Activities necessary to provide telecommunications, computer software, hardware, and programming support; and operate the business systems.
- **Maintenance:** Activities necessary to sustain performance and serviceability of equipment, vehicles, roads, grounds, and general-purpose facilities, including support to other contractors as identified in Section C.6.
- **Property Disposition:** Activities necessary to disposition property determined to be excess and devalued to zero (\$0).
- **Safeguards and Security:** Activities necessary to provide qualified security officers, provide special nuclear material (SNM) control and accountability, protect site assets, control access, track radioactive shipments, and provide round-the-clock threat response.
- **Utilities:** Activities necessary to provide electricity, water, sanitary sewer, and solid sanitary waste disposal.

C.1.4 Other Work Scope

This Contract includes additional work scope not solely associated with site cleanup, waste and SNF management operations, or site services necessary for the successful accomplishment of the Contract. The work scope includes Environment, Safety, Health & Quality (ESH&Q) support and Emergency Management and Preparedness for Contract activities and assigned facilities, Contractor Project Management activities and products, and support provided directly to RL and request-for-service activities.

C.1.5 Other Prime Contractors

The Contractor may provide services to and receive services from other prime contractors by memoranda of agreement. The Contractor is responsible for interfacing and coordinating with other Hanford Site prime contractors in the performance of its work.

C.1.6 Government Furnished Services or Information (GFS/I)

The Contractor shall provide the DOE Contracting Officer quarterly projections of required GFS/I. Amendments to the projection, if any, will be provided to the DOE Contracting Officer 45 days in advance of the need date (Note: all durations in this Section refer to "calendar" days). DOE will review each Contractor quarterly or individual projection. Within 15 days of receipt, DOE will notify the Contractor whether it will accept the requested GFS/I. If DOE cannot provide GFS/I identified in this Section and Sections C.2 through C.5 of this Contract, then it will be treated as a change in accordance with the "*Change – Cost-Reimbursement*" Clause in this Contract.

A technically defensible basis for documentation shall be provided by the Contractor. DOE will be responsible for obtaining necessary regulator approvals.

Safety Basis Documents

DOE will review and approve safety basis documents submitted by the Contractor as required by the terms and conditions of the Contract and identified in the GFS/I column in Sections C.2 through C.5 of this Contract. DOE and the Contractor shall use a collaborative process in ensuring safety basis documents are developed in a quality manner, meeting applicable laws and DOE directives, and are reviewed and approved in a timely manner. DOE will perform a completeness and policy review of the submitted documents to determine acceptability for review. If DOE determines that the documents are not acceptable, the Contractor will be notified in writing. The review cycle will re-start upon Contractor re-submittal. DOE will review Contractor safety basis documents and either approve (with or without comments) or disapprove (with comments and basis) as follows unless otherwise specified in Sections C.2 through C.5:

- Documented Safety Analysis (DSA)/Technical Safety/Requirement (TSR) – 112 days
- Preliminary DSA – 112 days
- TSR – 56 days

- Minor safety basis change – 42 days
- Major safety basis change – 56 days
- Authorization Agreements – 30 days
- Hazard Category Downgrade – 42 days
- Annual update to DSA – 56 days
- Unreviewed safety question/justification for continued operations – 42 days
- Health and Safety Plan – 70 days
- Safety analysis reports for packaging (on-site) – 84 days.

Removal Action Documents

The Contractor shall work directly with DOE and the appropriate regulatory agency(ies) to prepare documents to support CERCLA removal actions. For Sampling and Analysis Plans, this advanced preparation and involvement is intended to support the subsequent RL and/or regulatory agency approval within 45 days of Contractor submittal to DOE. If the DOE Remedial Project Manager determines that the documents are not acceptable, the Contractor will be notified in writing within 15 days of the submittal. The review cycle will re-start upon Contractor re-submittal.

Engineering Evaluation/Cost Analyses (EE/CAs)

Within 14 days of draft (revision 0) EE/CA submittal, DOE will, in coordination with appropriate regulatory agencies, provide the 30-day fax notification prior to the start of public review/comment, in accordance with the Hanford Site Community Relations Plan. Within 130 days from fax notification, DOE will provide an approved action memorandum.

Remedial Action Documents

The Contractor shall submit Decisional Draft documents to DOE for review and comment (submittal may be informal). Within 14 days of submittal, DOE will review the documents and provide comments to the Contractor for incorporation into a Draft A document (comments may be provided informally). Following an accepted Contractor submittal of the Draft A document, DOE will transmit the documents to the regulators within 14 days of receipt of the document from the Contractor. Reviews will be conducted by the regulators in accordance with TPA review schedules. The Contractor shall resolve regulatory comments and prepare a Revision 0 document, and formally submit all final remedial action documents to DOE. If a Draft B document is required to support a public review, the same time frames will apply.

The Contractor baseline will include review and comment periods for regulatory agency approval of remedial action documents in accordance with the TPA action plan, Section 9, as follow, unless otherwise agreed to by the Contractor and DOE:

- RI/FS and RFI/CMS work plans – 225 days from DOE transmittal to regulatory agency approval

- Other primary documents (e.g., Proposed Plan, Remedial Design Report) – 210 days from DOE transmittal to regulatory agency approval
- Secondary documents (e.g., Treatability Test Plans, Sampling and Data results) – 75 days from DOE transmittal to regulatory agency approval.
- Documents not specifically identified as primary documents (e.g., Sampling and Analysis Plans, Sampling and Analysis Instructions) will follow review and comment period for secondary documents.

The Contractor shall prepare and submit to DOE for review and approval for Notice of Construction (NOC) applications, as necessary, for PHMC work scope. DOE will transmit the NOC application to WDOH within 30 days of receipt of the application from the Contractor. The Contractor baseline will include a 90 review and comment period for regulatory agency approval of the NOC application.

Remediation Waste Disposal

DOE will direct the RCC to coordinate with the Contractor, and support disposal of remediation wastes at ERDF, including providing shipping containers, transportation, and waste unloading at ERDF.

C.2 Project Hanford Cleanup Work Summary

C.2.1 100 Area Cleanup Work

C.2.1.1 100 Area Facility Cleanup

C.2.1.1.1 K Basin Deactivation

C.2.1.1.1.1 Maintain Safe and Compliant 100 K Area Facilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Operate and maintain assigned 100 K Area facilities and associated waste sites, structures, operating systems and equipment, and monitoring systems within the authorization basis. Prepare and package waste streams for disposition, as required, and dispose, as appropriate. Maintain radiological control and access control to ensure personnel safety.	<p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> HNF-5356, <i>K Basins Closure Project Authorization Agreement</i> 	CD0001 Authorization Agreement for K-Basins (review annually and update as necessary)	None Identified

C.2.1.1.1.2 Maintain Safe & Compliant SNF Storage in K Basins

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETION	GFS/GFI
Provide safe and compliant storage of SNF at K Basins until it has been removed.	<p>For safeguards purposes, the K Basin sludge shall be managed as SNF while in the basins, but SNM accountability requirements shall not apply to sludge subsequent to sludge being containerized and safeguard requirements terminated.</p> <p>This work scope shall be done in compliance with:</p> <ul style="list-style-type: none"> CRD M 470.4-6 (Supp Rev 0), <i>Nuclear Material Control and Accountability</i> CRD O 470.1, Chg 1 (Supp Rev 1), <i>Safeguards and Security Program Requirements</i> HNF-5356, <i>K Basins Closure Project Authorization Agreement</i> 	None Identified	None Identified

C.2.1.1.1.3 Remove K Basins SNF

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Remove found fuel fragments and scrap from the K Basins.	<p>All found fuel fragments and scrap from both K East (KE) Basin and K West (KW) Basin shall be readied for packaging, processing, and shipping to the Canister Storage Building (CSB). Fuel remains stored at KW awaiting shipment to CSB.</p> <p>Transfer found fuel and scrap from KE Basin to KW Basin.</p>	CD0465 Found fuel and scrap removed from KE Basin. Due: May 31, 2007	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>Included at Compliance Level:</p> <p>Ship found fuel and scrap loaded into Multi-Canister Overpacks. Conduct any required operational readiness activities to obtain startup authorization. Prepare and load found fuel/scrap into MCOs and ship to CSB.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • 61 FR 10736, March 15, 1996, Doc. 96-6291, <i>Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005</i> • CRD Order (O) 461.1A (Supp Rev 0), <i>Packaging and Transfer or Transportation of Materials of National Security</i> • DOE/RL-89-10, <i>Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)</i>, Revision 6 • HNF-5356, <i>K Basins Closure Project Authorization Agreement</i> 	<p>CD0466 SARP/AB changes required for packaging of different fuel types Due: September 30, 2007</p>	<p>GF0123 National Spent Fuel program approval of SARP/AB</p>

C.2.1.1.1.4 Dry Fuel and Scrap

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Load MCOs with found fuel and scrap from KE and KW Basins, dry the multi-canister overpack (MCO) and fuel or scrap to remove free water, and transport the loaded MCO to the CSB.</p>	<p>Included at Compliance Level:</p> <p>Fuel and scrap removed from the K Basins shall be stabilized for on-site storage in the 200 Area.</p> <p>Water from the K Basins and Cold Vacuum Drying Facility (CVDF) shall be treated through ion-exchangers to maintain safe conditions within the basins.</p> <p>Conduct any required operational readiness activities to obtain startup authorization. Ship dry fuel and scrap from CVDF to CSB in up to three MCOs.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • CRD O 460.2, Chg 1, <i>Departmental Materials Transportation & Packaging Management</i> 	<p>CD0466 SARP/AB changes required for packaging of different fuel types Due: September 30, 2007</p>	<p>GF0123 National Spent Fuel program approval of SARP/AB</p>

C.2.1.1.1.5 Remove K Basins Sludge

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Retrieve all remaining sludge from K East Basin and K West Basin. Consolidate sludge and store in appropriate containers located in K West Basin until transferred for treatment.</p>	<p>K East Basin sludge removed, as required, to allow disposal of material resulting from basin demolition as low-level waste.</p> <p>Applicable DNFSB and TPA milestones include:</p> <ul style="list-style-type: none"> • DNFSB 2001-1-CN-122E, <i>If required, complete removal of filter back-flush sludge from K East North Load Out Pit by May 2007</i> 	<p>CD0467 DNFSB 2001-1-CN-119E: Bulk sludge containerization of K East Basin sludge completed Due: October 2006</p>	<p>None Identified</p>
		<p>CD0468 DNFSB 2001-1-CN-120E: Containerized sludge removed from K East Due: May 2007</p>	<p>None Identified</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<ul style="list-style-type: none"> • Defense Nuclear Facilities Safety Board (DNFSB) 2001-1-CN-119E, <i>Complete bulk sludge containerization of K East Basin sludge by October 2006</i> • DNFSB 2001-1-CN-120E, <i>Complete removal of containerized sludge from K East by May 2007</i> • DNFSB 2001-1-CN-119W, <i>Complete bulk sludge containerization of K West Basin sludge by July 2007</i> • TPA Milestone M-034-34, <i>Complete Removal of K East sludge by 31 May 2007</i> • TPA Milestone M-034-35A, <i>Containerize K West Sludge – All K West bulk sludge is placed in containers by 31 July 2007</i> • TPA Milestone M-034-35B, <i>Containerize K West Sludge – Complete final pass cleanup by 31 January 2008</i> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • 61 FR 10736, March 15, 1996, Doc. 96-6291, <i>Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005</i> • CRD O 460.2, Chg 1, <i>Departmental Materials Transportation & Packaging Management</i> • DOE/RL-89-10, <i>Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)</i>, Revision 6 • HNF-5356, <i>K Basins Closure Project Authorization Agreement</i> 	CD0469 DNFSB 2001-1-CN-122E: If required, complete removal of filter back-flush sludge from K East North Load Out Pit Due: May 2007	None Identified
		CD0470 TPA Milestone M-034-34: K East sludge removed Due: May 31, 2007	None Identified
		CD0471 DNFSB 2001-1-CN-119W: Bulk sludge containerization of K West Basin sludge completed Due: July 2007	None Identified
		CD0472 TPA Milestone M-034-35A: All K West Basin bulk sludge placed in containers. Due: July 31, 2007	GF0124 The bulk sludge end point criteria is approved by RL within 60 days of FH submittal
		CD0473 TPA Milestone M-034-35B: Final pass of K West Basin sludge cleanup complete. Due: January 31, 2008	None Identified

C.2.1.1.1.6 Disposition 105 K East Basin

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Deactivate K East Basin and isolate from 105 K East Reactor. Remove and stabilize radioactive material inventory by encapsulating material in place as required to support risk reduction and disposal of demolished basin material as low-level waste. Remove water from basins, treat water with existing water treatment systems, and transport water to the 200 Area Effluent Treatment Facility (ETF) for final treatment and disposal. Demolish the K East Basin and superstructures, and transport to the Environmental Restoration Disposal Facility (ERDF) for disposal.	The Contractor shall complete readiness to hydrolase and initiate KE hydrolasing. Install KE sand filter replacement system. To the extent possible, prepare K East equipment for hazard category downgrade.	CD0474 K East Basin grouted and dewatered, contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8.	None Identified
	Included at Compliance Level: Contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8, the following requirements apply: After treatment through ion-exchangers, the water from K Basins shall be transported to the 200 Area ETF or other alternative location consistent with basin end-point criteria contained within HNF-20632, <i>End-Point Criteria for K Basin Interim Remedial Action</i> .	CD0475 KE Basin downgraded to below Hazard Category 3 status, contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8.	None Identified
	Complete grout and dewater K East Basin.	CD0476 Immobilized ion exchange columns and sand filters, contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8.	None Identified
	Complete immobilization of ion-exchange	CD0477 AB changes necessary to support removal of SRS	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>columns and sand filters. Complete downgrade of KE Basin to below Hazard Category 3 status.</p> <p>Complete superstructure removal</p> <p>Demolition waste material will meet the Waste Acceptance Criteria for disposal in ERDF.</p> <p>Post Contract Period:</p> <p>TPA Milestone M-034-32, <i>Complete removal of K East upper building and basin structures by 31 March 2007</i> (date unachievable, TPA milestone will need to be renegotiated).</p> <p>K East Fuel Storage Basin removed for turnover to the River Corridor Closure Contract (Contract No. DE-AC06-05RL14655).</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • 61 FR 10736, March 15, 1996, Doc. 96-6291, <i>Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005</i> • DOE/RL-89-10, <i>Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)</i>, Revision 6 • HNF-5356, <i>K Basins Closure Project Authorization Agreement</i> 	<p>equipment as needed to facilitate Sand Filter and IXC immobilization, contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8.</p> <p>CD0478 K East Basin Superstructure removed, contingent on direction from DOE authorizing the option to extend KE Basin D&D as described in Section B.8.</p>	<p>None Identified</p>

C.2.1.1.1.7 Disposition 105 K West Basin

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Subsequent to the transfer of sludge for treatment and packaging, and transfer of all found fuel fragments/scrap, deactivate K West Basin and isolate from 105 K West Reactor. Remove and stabilize radioactive material inventory by encapsulating material in place as required to support risk reduction and perform activities to allow facility hazard classification downgrade from a nuclear facility to a radiological facility, with the exception of containerized sludge removal.</p>	<p>To the extent possible, prepare K West equipment for hazard category downgrade.</p> <p>Included at Compliance Level:</p> <p>Contingent on receiving direction and funding from DOE, the Contractor shall develop plans to separate KW basin from the 100 K Area ancillary facilities to allow independent operation. Implement plans as agreed to with DOE-RL</p> <p>Post Contract Period:</p> <p>Complete garnet filter media disposal.</p> <p>KW Fuel Storage Basin turned over to RCC in place with basin full of water, installed equipment, debris, and residual contamination remaining (fuel and sludge removed).</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • 61 FR 10736, March 15, 1996, Doc. 96-6291, <i>Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005</i> • DOE/RL-89-10, <i>Hanford Federal Facility Agreement and Consent Order (Tri-Party</i> 	<p>None Identified</p>	<p>None Identified</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	Agreement), Revision 6 <ul style="list-style-type: none"> HNF-5356, K Basins Closure Project Authorization Agreement 		

C.2.1.1.1.8 Treat and Package Basin Sludge

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Design, fabricate, install and test the system to be used for transferring sludge from K West Basin to the sludge treatment system. Design, fabricate, install, and test the system to be used for treating K Basin sludge. Operate the Sludge Transfer and Sludge Treatment Systems to treat K Basin sludge. Package K Basin sludge to prepare for interim storage by others.	<p>Conduct design, safety analysis, procurement and installation of components to support the treatment and packaging of K Basins sludge to meet Buyer's Waste Acceptance Criteria (BWAC) specified in the K Basins Closure Stabilization and Packaging subcontract (no. 25147).</p> <p>Included at Compliance Level:</p> <p>The end-state characteristics of treated sludge and its package shall be capable of meeting Buyer's Waste Acceptance Criteria (BWAC) specified in the K Basins Closure Stabilization and Packaging subcontract (no. 25147).</p> <p>Complete CVDF modifications required for installation of Contractors Sludge Stabilization and Packaging System (CSAPS).</p> <p>Prepare and submit Sludge Treatment DSA to DOE for approval.</p> <p>Complete installation of Sludge Retrieval and Transfer System in K West Facility and Contractors Sludge Stabilization and Packaging System (CSAPS) in CVD.</p> <p>Initiate Construction Acceptance Testing of Contractors Sludge Stabilization and Packaging System (CSAPS).</p> <p>Post Contract Period:</p> <p>Treat, package, and prepare sludge for interim storage.</p> <p>The following milestones require negotiation of revised due dates:</p> <ul style="list-style-type: none"> TPA Milestone M-034-30, <i>Initiate Sludge Treatment – Treat and package the first unit of sludge into a form that is certifiable for disposal by December 31, 2008</i> (Associated GFS/I – Offsite Disposal Waste Acceptance Criteria for disposal of RH-TRU at WIPP) DNFSB 2001-1-CN-120W, <i>Complete removal and packaging of containerized sludge by November 2009</i> TPA Milestone M-034-31, <i>Complete Sludge Treatment –Treat and package all the sludge for disposal off site by November 2009</i> 	<p>CD0479 Complete design and procurement of Contractors Sludge Stabilization and Packaging System (CSAPS). Due: September 30, 2007</p>	<p>GF0125 DOE approval of FH recommendation regarding the need for additional K Area sub-surface characterization. Due: October 31, 2006</p>
		<p>CD0480 Major CVDF modifications completed as necessary to begin installation of Contractors Sludge Stabilization and Packaging System (CSAPS). Due: September 30, 2007</p>	<p>None Identified</p>
			<p>GF0126 Compliance funding commitment from DOE for FY 2008 for sludge treatment by February 28, 2007, or direction from DOE to replan sludge treatment work scope, including FY 2007 by December 31, 2006</p>

C.2.1.1.1.9 Transition 100 K Area Ancillary Facilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Deactivate 100K Basin ancillary facilities for transfer to the organization responsible for final disposition activities.	<p>Prepare transition plan for turnover of 100K Area Ancillary Facilities to the River Corridor Closure Contractor. This plan identifies the timing and sequencing of turnover of ancillary facilities, focusing on accelerated transfer of all K Basins facilities with the exception of the facilities required to support sludge treatment.</p> <p>Included at Compliance Level:</p> <p>Contingent on receiving direction and funding from DOE, the Contractor shall Transition 100K Area Ancillary Facilities as defined in the Transition Plan(s).</p> <p>Post Contract Period:</p> <p>The Contractor shall deactivate the 100K ancillary facilities including CVDF in accordance with the End Point Criteria agreement between the Contractor and the River Corridor Contractor.</p> <p>The Contractor shall deactivate the K Basin ancillary facilities and transfer them to the River Corridor Contractor.</p>	<p>CD0481 Contractor transition plan for transition of 100K Area ancillary facilities to the River Corridor Closure Contractor.</p>	None Identified

C.2.2 Central Plateau Cleanup Work

C.2.2.1 Central Plateau Facility Cleanup

C.2.2.1.1 Central Plateau Facilities

C.2.2.1.1.1 Disposition Central Plateau Facilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Perform the facility assessment and submit for the lead regulating agency and DOE decision. Perform transition activities (e.g., flush, isolate and blank process or sub-process systems; remove radioactive and hazardous materials and mixed wastes; deactivate non-essential systems and utilities; remove excess materials and equipment). Achieve the final end-state for the facility (e.g., entombment or dismantlement and site restoration) including closure of any TSDs. At the point where all systems and spaces at the facility achieve their respective end-state condition, disposition is achieved and the DOE will verify the end-state.	The Contractor shall develop and initiate an integrated cleanup approach for the U Plant, ancillary facilities, surrounding waste sites, and pipelines.	<p>CD0482 Draft A, U Plant CDI RD/RA workplan to RL Due: December 15, 2006</p>	None Identified
	The Contractor shall develop and initiate an integrated cleanup approach for the Plutonium Uranium Extraction (PUREX) facility and other canyon facilities.	<p>CD0483 Systems engineering management plan that depicts the functional hierarchy of functions and systems to meet the 221-U Facility Canyon Disposition Initiative ROD and mission needs. Due: December 31, 2006</p>	None Identified
	The Contractor shall integrate canyon Remedial Investigation/Feasibility Study (RI/FS) and Remedial Decision/Remedial Action (RD/RA) activities with Central Plateau, and soil and water remediation activities.	<p>CD0484 Ten high risk industrial facilities demolished to slab on grade Due: June 30, 2007</p>	None Identified
	The Contractor shall deactivate or disposition		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>facilities as identified by DOE.</p> <p>The Contractor shall demolish to slab-on-grade ten high risk industrial facilities from the list below:</p> <ul style="list-style-type: none"> • 607 Storage Shed • 2231E Storage Building • 2232E Storage Building (Ladders) • 2233E Storage Building • 2259W Pipefitters Storage • 2306W Gas Bottle Storage Skid Shack • 2307W Pipefitter Storage Skid Shack • 2314W Bench Stock Storage (Skid Shack) • 2315W Ice House (Skid Shack) • 252E Electrical Switching Station 13.8kV • 252W Electrical Switching Station – 13.8kV • 2701EC Guard Station for 209E • 2701M Office Building • 2704W Office Building • 2710E Coal Handlers Shelter • 2710W Coal Handlers Shelter • 2715M Paint Storage Building • 2722W Welding Laboratory Building • 2723W Mask Laundry and Office Building • 506B Telephone Storage Building • 622D Environmental Support Storage Building • 622F Environmental Support Field Office Bldg • 622G Atmosphere Science Annex • MO040 Mobile Office • MO405 Mobile Office • MO943 Mobile Office – Storage • MO991 Mobile Office at 200E Unsecured Core Area <p>Post Contract Period:</p> <p>The Contractor shall disposition the assigned Central Plateau facilities in compliance with regulator and DOE decisions.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • HNF-19225, <i>U Plant Authorization Agreement</i> • <i>Record of Decision 221-U Facility (Canyon Disposition Initiative) Hanford Site, Washington</i>; dated September 30, 2005. 	<p>CD0485 U Plant Canyon Facility Waste Acceptance Study. Due: June 30, 2007</p> <p>CD0486 U Plant Accelerated Closure Engineering Studies: • U Plant Void Fill Analysis and Installation Plan • Railroad Tunnel Reactivation Study • Systems (HVAC, Crane, Electrical) Reactivation Study • Deck Cleanup Study • Cell 30 Tank Contents Removal Plan Due: June 30, 2007</p> <p>CD0487 Safety basis document defining appropriate controls to allow disposition of U Plant Cell 30 tank contents. Due: June 30, 2007</p> <p>CD0488 Project Management Plan for disposition of remaining canyon facilities outlining a path to key decision documents and records of decision with consideration for completion in 2024. Due: September 30, 2007</p>	<p>None Identified</p> <p>None Identified</p> <p>None Identified</p> <p>None Identified</p>

C.2.2.1.2 Plutonium Finishing Plant (PFP) Cleanup

C.2.2.1.2.1 Maintain Safe and Secure SNM

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide safe and compliant storage of Special Nuclear Material (SNM) at PFP until it has	The Contractor shall meet the international safeguards agreements (including the	CD0261 Nuclear Materials	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>been removed from the PFP complex.</p>	<p>International Atomic Energy Agency [IAEA] requirements) for nuclear materials at PFP assigned to IAEA.</p> <p>The Contractor shall support DOE and the U.S. State Department nuclear non-proliferation objectives.</p> <p>The Contractor shall support on-site IAEA visits, activities, and nuclear transactions.</p> <p>The Contractor shall perform 3013 Integrated Surveillance Program activities:</p> <ul style="list-style-type: none"> • Annual non-destructive evaluation • Maintain and update 3013 database • Complete prompt gamma analysis of oxide containing material. <p>The Contractor shall maintain capability for SNM stabilization and packaging to support safe storage of SNM material.</p> <p>Immediately upon SNM de-inventory and Protected Area elimination, and after limited areas are no longer required, CRD O 473.2, CRD M 473.1-1, and CRD 5480.20A shall no longer apply to PFP.</p> <p>Immediately upon SNM de-inventory CRD O 142.2 shall no longer apply to PFP.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • HNF-9830, <i>Plutonium Finishing Plant Authorization Agreement</i> • 10 CFR 830, <i>Nuclear Safety Management</i>, Subpart B, "Safety Basis Requirements." • CRD O 420.1B (Supp Rev 0), <i>Facility Safety</i>. • HNF-7098, <i>Criticality Safety Program</i>. • CRD 5480.20A, <i>Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities</i>. • CRD O 142.2, <i>Safeguards Agreement and Protocol with the International Atomic Energy Agency</i>. • CRD O 460.1B, <i>Packaging and Transportation Safety</i>. • CRD O 470.1, Chg 1 (Supp Rev 1), <i>Safeguards and Security Program Requirements</i>. • CRD O 473.2, <i>Protective Force Program</i>. • CRD M 470.4-6 (Supp Rev 0), <i>Nuclear Material Control and Accountability</i> • LA-UR-00-3245, <i>Integrated Surveillance Program (ISP) in Support of Long-Term Storage of Pu-Bearing Materials</i>. <p>Additional requirements pertaining to stabilization and packaging:</p> <ul style="list-style-type: none"> • G-ESR-G-00035, Rev. 1, dated July 26, 2000, <i>Savannah River Site Stabilization and Packaging Requirements for Plutonium Bearing Materials in Storage</i>. • DOE-STD-3013, <i>Stabilization, Packaging and Storage of Plutonium-Bearing Materials</i> • DOE/EIS-0244-FS-1, "SA" • DOE/EIS-0244-FS-2, "SA" 	<p>Management and Safeguards System (NMSS) T-147 Project Number worksheet, Chapter VIII review Due: Annually</p>	

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<ul style="list-style-type: none"> • DOE/EIS-0244-FS-3, "SA" • DOE/EIS-0244-FS-4, "SA" • DOE/EIS-0244-FS-5, "SA" • DOE/EIS-0244-FS-6, "SA" • DOE/EIS-0244-FS-7, "SA" • DOE/EIS-0244-FS-8, "SA" • DOE/EIS-0244-FS-9, "SA" • DOE/EIS-0244F, <i>Record of Decision for Plutonium Finishing Plant Stabilization Final EIS</i>, June 1996. • DOE/WIPP-02-3122, Rev. 0.1, <i>Contact-Handled Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant</i> 		

C.2.2.1.2.2 Maintain Safe and Compliant PFP

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the PFP facilities and associated waste sites, structures, operating systems and equipment, and monitoring systems within the authorization envelope. Maintain radiological control and access control to ensure personnel safety.	<p>Included at Compliance Level:</p> <p>The Contractor shall initiate design and procurement to upgrade/repair the criticality alarm and MICON systems.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • HNF-9830, <i>Plutonium Finishing Plant Authorization Agreement</i> • HNF-7098, <i>Criticality Safety Program</i>. • 10 CFR 830, <i>Nuclear Safety Management</i>, Subpart B, "Safety Basis Requirements." • CRD O 420.1B (Supp Rev 0), <i>Facility Safety</i>. • CRD O 460.1B, <i>Packaging and Transportation Safety</i>. • CRD M 470.4-6 (Supp Rev 0), <i>Nuclear Material Control and Accountability</i> • CRD O 461.1A (Supp Rev 0), <i>Packaging and Transfer or Transportation of Materials of National Security Interest</i> • CRD O 470.1, Chg 1 (Supp Rev 1), <i>Safeguards and Security Program Requirements</i> 	CD0020 Authorization Agreement for PFP (review annually and update as necessary)	None Identified
		CD0489 234-5Z roof repair completed Due: March 31, 2007	None Identified
		CD0021 Existing PFP DSAs and hazard analysis data updated Due: Annually	None Identified

C.2.2.1.2.3 Disposition SNM

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Disposition SNM packaged in compliance with DOE-STD-3013-2004 and unirradiated fuel by transporting to a DOE approved storage facility off the Hanford site. Disposition slightly irradiated fuel by transporting to a DOE approved storage facility out of the PFP protected area. Disposition miscellaneous nuclear materials (sources/standards) not needed to support decontamination and decommissioning (D&D) of PFP or management of the SNM inventory.	<p>SNM shall be packaged in certified packages for transport in accordance with applicable shipper/receiver agreements, Safety Analysis Report for Packaging (SARP), and Certificate of Compliance.</p> <p>All off-site shipments of plutonium shall be by SGT in compliance with applicable DOE, U.S. Department of Transportation and U.S. Nuclear Regulatory Commission requirements and regulations.</p> <p>Post Contract Period:</p> <p>The Contractor shall complete deinventory of PFP such that safeguards and security</p>	CD0490 3013 containers packaged and shipped to a DOE-approved storage facility off the Hanford Site to support completion of 3013 and unirradiated fuel de-inventory by September 30, 2009	GF0127 DOE will initiate procurement of approximately 1000 additional 9975 shipping containers (at an estimated cost of \$8,602/container) within 30 days of authorization to ship with delivery in time to support required 3013 shipping schedule
			GF0128 DOE will provide the necessary SGTs to support completion of 3013 de-

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>controls for a protected area are no longer required by 31 May 2010.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • HNF-9830, <i>Plutonium Finishing Plant Authorization Agreement</i> • HNF-7098, <i>Criticality Safety Program</i>. • 10 CFR 830, <i>Nuclear Safety Management</i>, Subpart B, "Safety Basis Requirements." • CRD O 420.1B (Supp Rev 0), <i>Facility Safety</i>. • CRD O 460.1B, <i>Packaging and Transportation Safety</i>. • CRD O 460.2, Chg 1, <i>Departmental Materials Transportation & Packaging Management</i>. • DOE-STD-3013, <i>Stabilization, Packaging and Storage of Plutonium-Bearing Materials</i>. • DOE/EIS-0283, <i>Record of Decision for the Surplus Plutonium Disposition Final EIS</i> (for information only) <p>Additional requirements for disposition of materials packaged for disposal:</p> <ul style="list-style-type: none"> • Material that meets the Waste Isolation Pilot Plant (WIPP) Waste Acceptance Criteria shall be disposed as transuranic (TRU) or TRU-Mixed Waste. • Low plutonium content material that meets Hanford Solid Waste Acceptance Criteria shall be disposed as Low Level or Low Level-Mixed Waste. • DOE/RL-2005-14, Revision 0, <i>Removal Action Work Plan for the Plutonium Finishing Plant Above-Grade Structures: Facility Deactivation</i>. (not applicable to the vault complex) • DOE/WIPP-02-3122, Revision 0.1, <i>Contact-Handled Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant</i>. 		<p>inventory by 2009 with no more than 3 SGT convoy shipments in any one month</p> <p>GF0129 DOE will provide the Contractor authorization to ship 3013 containers three months prior to start of shipments</p> <p>GF0130 DOE will provide NNSA-OST Arm/Disarm training within 30 days of authorization to ship</p> <p>GF0131 DOE will provide SRS approval of the pending revision to the Shipper-Receiver Agreement within 30 days of authorization to ship.</p> <p>GF0132 DOE will certify the Hanford Un-irradiated Fuel Package for use by February 28, 2008</p> <p>GF0133 DOE will authorize early procurement of the HUFPP by December 31, 2007</p>

C.2.2.1.2.4 Disposition PFP

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Disposition PFP buildings to slab-on-grade condition. Prepare and package waste streams for disposition, as required, and dispose, as appropriate.	Underground equipment and tanks (e.g., septic tanks, fuel tanks, waste tanks) and utilities (e.g., drain lines, ducts, power lines, cathodic protection, etc.) will not be remediated and will be left in place, unless specifically noted in the end point criteria document.	CD0491 Operator Certification and Professional Engineer Certification on the RCRA 241-Z Closure submitted to DOE. Due: March 30, 2007	None Identified
	The Contractor shall complete the RCRA Closure Certifications for 241-Z facility.	CD0492 241-Z transitioned to demolition ready condition Due: June 30, 2007	None Identified
	The Contractor shall complete dismantlement of the 241-Z facility.	CD0493 241-Z demolished to slab-on-grade Due: September 30, 2007	None Identified
	The Contractor shall prepare necessary regulatory documentation to initiate transition of the 216-Z-9 Crib Complex.	CD0494 Removal Action Work Plan	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	The Contractor shall implement the necessary lay-up activities to place PFP in safe configuration until D&D resumes.	for the 216-Z-9 Crib Complex submitted to DOE Due: September 30, 2008	
	Included at Compliance Level:	CD0495 Complete 216-Z-9 Facility Condition Characterization Due: September 30, 2008	None Identified
	Complete planned FY08 performance requirements contained in the HNF-29564, Rev 0, <i>Plutonium Finishing Plant 2006 Lay-Up Plan</i> .	CD0496 Internal cleanout of 8 contaminated gloveboxes completed. Due: September 30, 2007	None Identified
	This work scope shall be performed in compliance with:	CD0497 Limited FY08 performance requirements contained in the HNF-29564, Rev 0 <i>Plutonium Finishing Plant 2006 Lay-up Plan</i> completed. Due: September 30, 2008	None Identified
	<ul style="list-style-type: none"> • HNF-9830, Revision 0, <i>Plutonium Finishing Plant Authorization Agreement</i>. • DOE/RL-96-82, Revision 1, <i>Hanford Facility Dangerous Waste Closure Plan, 241-Z Treatment and Storage Tanks</i>. • DOE/RL-2005-14, Revision 0, <i>Removal Action Work Plan for the Plutonium Finishing Plant Above-Grade Structures: Facility Deactivation</i>. • DOE/RL-2005-15, Revision 0, <i>Removal Action Work Plan For The Plutonium Finishing Plant Above-Grade Structures: Ancillary Facility Demolition</i>. • NMS-16404, Revision 0, <i>Plutonium Finishing Plant (PFP) Complex End Point Criteria</i>. • HNF-29564, Revision 0, <i>Plutonium Finishing Plant 2006 Lay-up Plan</i>. • HNF-29561, Revision 0, <i>Plutonium Finishing Plant Chemical Hazards Assessment FY2006</i>. 	CD0605 Internal cleanout of up to 9 additional contaminated gloveboxes and glovebox HA-23 (note – work on this deliverable will stop upon initiation of nuclear material de-inventory).	None Identified

C.2.2.1.3 Waste Encapsulation and Storage Facility (WESF) Cleanup

C.2.2.1.3.1 Maintain Safe and Compliant WESF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Safely store the cesium and strontium capsules in the WESF pool cells. Operate and maintain the WESF facilities and associated waste sites, structures, operating systems and equipment, and monitoring systems within the authorization basis.	This work scope shall be performed in compliance with: <ul style="list-style-type: none"> • HNF-10611, <i>WESF Authorization Agreement</i>. • CRD O 470.1, Chg 1 (Supp Rev 1), <i>Safeguards and Security Program Requirements</i>. 	CD0026 Waste Encapsulation and Storage Facility Update to Final Safety Analysis Report (FSAR) including Hazard Analysis data. Due: Annually	None Identified
		CD0027 Authorization Agreement for WESF (review annually and update as necessary)	None Identified

C.2.2.1.3.2 Disposition Capsules

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Remove cesium and strontium capsules from the WESF pool cells, and package the capsules for disposal at a national repository.	The Contractor shall provide technical support to the DOE baseline plan for dispositioning the capsules and to meet TPA Milestone M-92-05, Include Cs/Sr Treatment &/Or Repackaging Parameters In DOE RFP.	None Identified	None Identified

C.2.2.1.4 Railcar Disposition

C.2.2.1.4.1 Disposition Railcars

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Perform final disposition of the Railroad System, including railcars, once DOE declares the system excess and no longer needed to support the Hanford Site Mission.	<p>Post Contract Period:</p> <p>The Contractor shall disposition contaminated railcars and equipment as identified by DOE.</p> <p>Ownership of contaminated railcars shall be transferred from DOE or reused by DOE as documented by the title transfer (declaration of excess and shipping documents), completed Solid Waste Information and Tracking System (SWITS) document, or other mutually agreed upon documents.</p> <p>The contaminated railcars shall be physically moved from their current location to their final disposition location, as approved by the DOE.</p> <p>The Contractor shall disposition the Railroad System and remaining railcars, once DOE declares the system excess and no longer needed to support the Hanford Site Mission.</p>	None Identified	None Identified

C.2.2.2 Central Plateau Facility and Waste Site Surveillance and Maintenance

C.2.2.2.1 Provide Surveillance and Maintenance on Central Plateau Facilities and Waste Sites

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain assigned waste sites, facilities, structures, operating systems and equipment, and monitoring systems within the authorization basis until the facilities are dispositioned. Maintain radiological control and access control to the surplus canyon and ancillary facilities to ensure personnel safety.	<p>The Contractor shall perform surveillance and maintenance on assigned buildings, structures, and waste sites.</p> <p>The Contractor shall perform activities to support air permitting and Notice of Construction (NOC) regulatory requirements, and stack down grades from major to minor status.</p> <p>The Contractor shall implement innovative use of surveillance and maintenance committed resources to execute activities in support of the overall mission, e.g.,</p> <ul style="list-style-type: none"> • Facility source removal to reduce Potential to Emit (PTE), e.g., glove box removal from 209E, 212N, 231Z, and 224T, and to achieve minor stacks status. • Asbestos abatement • Canyon reactivation • Characterization activities <p>Evaluate and utilize, as appropriate, soil cements and other soil stabilizers to stabilize erodible surface that have near-surface radionuclides.</p> <p>The Contractor shall perform activities to complete 212-N nuclear facility hazard reduction and downgrade.</p> <p>This work scope shall be done in</p>	CD0034 Authorization Agreement for PUREX (review annually and update as necessary)	None Identified
		CD0036 Authorization Agreement for B Plant (review annually and update as necessary)	None Identified
		CD0353 Authorization Agreement for U Plant (review annually and update as necessary)	None Identified
		CD0354 Authorization Agreement for Reduction Oxidation (REDOX) facility (review annually and update as necessary)	None Identified
		CD0498 212-N nuclear facility hazard reduction and downgrade completed Due: June 30, 2007	None Identified
		CD0499 231-Z nuclear facility hazard reduction completed Due: September 30, 2008	None Identified
		CD0500 224-T nuclear facility hazard reduction completed	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>compliance with:</p> <ul style="list-style-type: none"> • HNF-11186, <i>B Plant Authorization Agreement.</i> • HNF-11187, <i>Plutonium-Uranium Extraction Authorization Agreement.</i> • HNF-19225, <i>U Plant Authorization Agreement.</i> • HNF-20747, <i>Reduction and Oxidation (REDOX) Facility Authorization Agreement.</i> 	<p>Due: September 30, 2008</p>	

C.2.3 400 Area Cleanup Work

C.2.3.1 Fast Flux Test Facility (FFTF) Cleanup

C.2.3.1.1 Maintain Safe & Compliant FFTF Complex

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain a safe and compliant FFTF complex.	<p>Maintain assigned facilities, structures, operating systems and equipment, and monitoring systems in compliance with applicable directives and regulatory documents until the facilities are decommissioned.</p> <p>Prepare and package waste streams for disposition as required and dispose as appropriate.</p> <p>Maintain a protective blanket of inert gas to the Sodium Storage Facility and over the residual sodium remaining in plant components until sodium is dispositioned.</p> <p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> • HNF-9612, <i>FFTF Authorization Agreement.</i> 	<p>CD0043 FFTF Update to FSAR including Hazard Analysis data. Due: Annually</p>	None Identified
		<p>CD0044 Discharge Monitoring Report for State Waste Discharge Permit ST 4501. Due: Semi-Annually</p>	None Identified
		<p>CD0045 Authorization Agreements for FFTF (review annually and update as necessary)</p>	None Identified

C.2.3.1.2 Transition FFTF Complex

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Transition the FFTF to a low cost long-term surveillance and maintenance mode.	<p>TPA Milestone M-92-10, <i>Submit Hanford Site Sodium Disposition Evaluation Report to Ecology by July 31, 2007</i> (this milestone encompasses TPA target milestone M-081-10-T01, <i>Submit Final Sodium Disposition Evaluation Report due July 31, 2007</i>)</p> <p>The Contractor shall transfer the unirradiated sodium bonded fuel pins (87) from PFP to FFTF.</p> <p>The Contractor shall transfer mixed oxide test pins (ACO-3 & FO-2) to the Idaho National Laboratory (INL).</p> <p>The Contractor shall excess the spare parts.</p>	<p>CD0501 Unirradiated sodium-bonded fuel pins (87) packaged and shipped from PFP to FFTF. Due: December 31, 2006</p>	None Identified
		<p>CD0502 Mixed oxide test pins (ACO-3 and FO-2) transferred to INL. Due: March 31, 2007</p>	GF0134 DOE will ensure that the INL facility is ready for receipt of the test pins by March 10, 2007.
		<p>CD0503 CSB/ISA authorization bases updated to receive, store and monitor the sodium-bonded fuel Due: As required</p>	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	The Contractor shall vacate facilities (warehouses) outside the 400 Area protected area and turnover to owner.	CD0504 TPA Milestone M-92-10: Hanford Site sodium disposition evaluation report Due: June 30, 2007	None Identified
	The Contractor shall make preparations to receive, store, and monitor FFTF sodium bonded fuel at the CSB/ISA. These storage facilities shall meet safeguards and security requirements for the receipt of sodium-bonded fuel.	CD0505 Spare parts excessed and facilities (warehouses) outside the 400 Property Protected Area vacated and turnover to owner. Due: September 30, 2007	None Identified
	The Contractor shall complete the transfer of sodium bonded fuel to INL.		
	The Contractor shall complete Interim Examination and Maintenance cell and fuel handling equipment lay-up.	CD0506 Sodium bonded fuel transferred to INL Due: May 31, 2008	GF0135 DOE will ensure the INL facility is ready to initiate receipt of the sodium-bonded fuel by March 30, 2007 (Note – this GFS/I applies to CD0506, CD0507, and CD0508 deliverables)
	The Contractor shall shut down the FFTF auxiliary systems not required to support the long term surveillance and maintenance mode.		GF0136 DOE will ensure the T-3 Cask is available to ship the sodium-bonded fuel assemblies by August 30, 2007 (Note – this GFS/I applies to CD0506, CD0507, and CD0508 deliverables)
	The Contractor shall transition FFTF to low-cost, stable, deactivated conditions (requiring minimal surveillance and maintenance) for long-term surveillance and maintenance.		
	The Contractor shall complete sodium drain of the primary MHTS large sodium valves.		
	This work scope shall be performed in compliance with:	CD0507 IEM cell and fuel handling equipment lay-up completed. Due: September 30, 2008	GF0137 DOE provide approval of the OTRS for the Disposable Solid Waste Cask Due: May 15, 2007
	<ul style="list-style-type: none"> • DOE/EA-0993, <i>Environmental Assessment, Shutdown of the Fast Flux Test Facility, Hanford Site, Richland, Washington</i> • DOE/RL-89-10, <i>Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)</i>, Revision 6 • HNF-9612, <i>Authorization Agreement for Fast Flux Test Facility</i> • DOE/EA-1547F, <i>Environmental Assessment, Sodium Residuals Reaction/Removal and Other Deactivation Work Activities, Fast Flux Test Facility (FFTF) Project, Hanford Site, Richland, Washington</i> • CRD O 460.2, Chg 1, <i>Departmental Materials Transportation & Packaging Management</i> 	CD0508 FFTF and support facilities transitioned to low cost surveillance and maintenance mode Due: September 30, 2008	
		CD0509 Sodium pools removed from primary MHTS large sodium valves Due: September 30, 2007	None Identified.

C.2.4 Prepare Decisional Documents

C.2.4.1 Prepare Decisional Documents for Remediating Hanford Groundwater and Central Plateau Waste Sites

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage and integrate the waste site and groundwater remediation in the Central Plateau. Implement RI/FS process for groundwater	The Contractor shall manage the remedial investigation and decision process, and remediation of groundwater and waste site operable units consistent with regulatory requirements.	CD0510 Data quality objective process and sampling plan to further characterize the technetium-99 groundwater plume near	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>and waste site operable units by performing remedial investigations and feasibility studies leading to RODs.</p> <p>Prepare DQOs, sampling and analysis plans, waste-management plans, and other regulatory documentation, as needed, for all groundwater and waste site operable units.</p>	<p>The Contractor shall perform activities, as specified in Section J, Appendix F, to provide decision and supporting documents in accordance with approved TPA milestones relevant to assigned waste sites and groundwater.</p> <p>Complete necessary DQO efforts that define characterization needed to obtain final RODs for the Central Plateau 200 Area National Priorities List (NPL) waste sites.</p> <p>The Contractor shall work with DOE to establish a single set of conceptual models and computer codes to meet the assessment requirements for NEPA, CERCLA, RCRA, and DOE Orders.</p> <p>The Contractor shall validate and confirm remedial investigation data that supports the RI/FS decision process, e.g., validate accuracy, precision, limitations and applicability of High Resolution Resistivity (HRR) data.</p> <p>TPA Milestone M-015-48B: Draft A 200-ZP-1 CERCLA Feasibility Study/Proposed Plan Due: May 31, 2007 [Note – This milestone date is unachievable and will require renegotiation. CR proposed completion date is September 30, 2007].</p> <p>TPA Milestone M-015-44B: 200-MW-1 OU Feasibility Study And Proposed Plan Due: April 30, 2007 [Note – This milestone date is unachievable and will require renegotiation.]</p> <p>The existing applicable operable units are listed below. All operable units are/will be shown in Appendix C of the TPA.</p> <p>Groundwater Operable Units:</p> <p>100-BC-5 100-FR-3 100-HR-3 100-KR-4 100-NR-2 200-BP-5 200-PO-1 200-UP-1 200-ZP-1 300-FF-5</p> <p>Waste Site Operable Units:</p> <p>200-CS-1 200-CW-1 200-CW-2 200-CW-3 200-CW-4 200-CW-5 200-IS-1 200-LW-1 200-LW-2 200-MW-1 200-PW-1 200-PW-2 200-PW-3 200-PW-4 200-PW-5 200-PW-6 200-SC-1 200-ST-1 200-SW-1 200-SW-2 200-TW-1 200-TW-2 200-UR-1 200-UW-1</p> <p>The Contractor shall prepare an excavation treatability test plan to support B/C Cribs and Trenches feasibility study.</p> <p>Provide internal technical review of Contractor Groundwater and Waste Site decisional documents.</p>	<p>T Tank Farm Due: March 2007</p>	
		<p>CD0511 Feasibility Study for 300-FF-5 operable unit to provide better characterization of the uranium contamination, develop a conceptual model, validate ecological consequences and evaluate treatment alternatives. Due: July 31, 2008</p>	None Identified
		<p>CD0512 TPA Milestone M-15-46B: 200 Area chemical laboratory waste OUs feasibility study and proposed plan/proposed permit modification, including the past practice waste sites in the 200-LW-1 and 200-LW-2 200 area chemical laboratory groups. Due: November 30, 2006</p>	None Identified
		<p>CD0513 TPA Milestone M-15-45B: Plutonium/Organic Rich OU Feasibility Study And Proposed Plan Including The Past Practice Waste Sites In The 200-PW-1 OU Plutonium/Organic-Rich Process Condensate/Process Waste Group OU, 200-PW-3 Organic-Rich Process Condensate/Process Waste Group OU, And 200-PW-6 Plutonium-Rich Process Condensate/Process Waste Group OU. Due: September 30, 2007</p>	None Identified
		<p>CD0514 Draft "A" Eco-Risk assessment for the Central Plateau Due: April 30, 2008</p>	None Identified
		<p>CD0515 M-016-14B: Draft CERCLA Proposed Plan for 100-NR-2 Due: March 31, 2008</p>	None Identified
		<p>CD0516 Chromium-6 plume between H and D 100 Areas characterization completed and decisional draft of the interpretive report submitted Due: September 30, 2008</p>	None Identified
		<p>CD0517 200-BP-5 Groundwater Remedial Investigation (RI) Draft A Work Plan submitted Due: March 31, 2007.</p>	GF0138 DOE shall issue the TPA Change Request package for the M-013 series milestones.
		<p>CD0518 200-PO-1 Groundwater Remedial Investigation (RI) Draft A Work Plan submitted Due: September 30, 2007</p>	

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>Perform RI/FS work to support completion of renegotiated TPA M-013 and M-015 series milestones consistent with provided funding.</p> <p>The Contractor shall perform approved B/C Cribs and Trenches treatability test activities consistent with provided funding.</p> <p>Post Contract Period:</p> <p>The Contractor shall complete remediation of groundwater sites in compliance with regulator and DOE decisions.</p> <p>TPA M-015-00: Complete The RI/FS (Or RFI/CMS) Process For All Operable Units by December 31, 2008. (date unachievable, TPA milestone will need to be renegotiated).</p> <p>TPA M-015-00C: Complete 200 Area Non-Tank Farm OU Pre-Rod Site Investigations by December 31, 2008. (date unachievable, TPA milestone will need to be renegotiated).</p> <p>TPA M-020-54: Submit 241-CX Tank System Closure/Post-Closure Plan by December 31, 2008.</p> <p>TPA M-020-00B: Submit Closure/Post-Closure plans for 216-A-10, 216-A-36B, 216-A-37-1, 207-A South Retention Basin, 216-S-10 Pond, 216-S-10 Ditch, 241-CX-70, 241-CX-71, and 241-CX-72 by December 31, 2008.</p>	CD0519 Draft A 200-ZP-1 Feasibility Study/Proposed Plan Due: September 30, 2007	None Identified
		CD0520 Draft "A" Excavation Treatability Test plan (including SAP) for the 200 Area BC Cribs and Trenches Due: May 31, 2007	None Identified
		CD0521 Phase 1 of the 200 Area BC Cribs and Trenches Excavation Treatability Test Plan completed Due: November 30, 2007	GF0139 RL approval for concurrent FH internal draft and RL Decisional Draft reviews.
		CD0522 Characterization of potential contamination plume in the BC Cribs and Trenches completed to validate HRR Due: September 30, 2008	None Identified
		CD0523 Phase 2a of the 200 Area BC Cribs and Trenches Excavation Treatability Test Plan completed Due: July 31, 2008	None Identified

C.2.5 Soil and Water Remediation

C.2.5.1 Prevent Further Groundwater Degradation

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Limit and control the migration of contaminants already in the soil and groundwater by reducing natural and artificial recharge.	The Contractor shall initiate actions to eliminate sources of water infiltration contributing to migration of contaminants in the Hanford Site Vadose zone.	None Identified	None Identified

C.2.5.2 Manage Groundwater Wells

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage all groundwater wells at Hanford outside the fence of the Tank Farms. Provide integration, coordination, and reporting for all Hanford groundwater wells.	<p>Develop, maintain and execute an integrated well management process to drill, inspect, maintain, and decommission groundwater wells in support of the Hanford cleanup.</p> <ul style="list-style-type: none"> • Maintain an integrated well drilling schedule • Provide well drilling services • Maintain and/or refurbish wells • Obtain well geophysical data • Provide well decommissioning services • Maintain the Hanford well database and provide coordination to the other site 	CD0524 Updated well decommissioning plan to include all wells on-site and to address DOE's comments Due: December 15, 2006	None Identified
		CD0525 New well management plan to address all wells on-site and to address the regulators concerns regarding inspections Due: July 31, 2007	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	contactors.	CD0526 Calendar year (CY) 2007 groundwater wells required by TPA Milestone M-024-57M installed Due: December 15, 2007	None Identified
	Manage and execute the collection of surface and subsurface geophysical data associated with mapping, characterization, and monitoring required to support this contract.	CD0527 Minimum of 15 wells installed during FY 2008 to attain the CY 2008 TPA Milestone M-024-57P Due: September 30, 2008	None Identified
	Create geophysical well logs and maintain data.	CD0528 All eligible wells not in use or exempted by DOE administratively decommissioned Due: March 31, 2008	None Identified
	Included at Compliance Level: Perform well drilling work to support completion of renegotiated M-015 series milestones.	CD0529 90 (430 cumulative) high priority wells decommissioned Due: July 31, 2007	None Identified
	Complete the well-drilling actions identified in the CERCLA Five-Year Review and RI/FS work plans.	CD0530 Updated well decommissioning plan Due: September 30, 2008	None Identified
The Contractor shall decommission an additional 100 wells.			
Post-Contract Period: Install the CY08 groundwater wells required by TPA Milestone M-024-57P by December 31, 2008			

C.2.5.3 Monitor and Assess Hanford Groundwater

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage and integrate the site-wide groundwater monitoring.	The Contractor shall provide technical planning and reporting for groundwater monitoring in support of RCRA and CERCLA compliance.	CD0531 Hanford Site Groundwater Monitoring Report Due: Annually in March	None Identified
Monitor and assess Hanford Groundwater conditions to determine impacts from waste disposal and provide for continued operations for Hanford Waste Management facilities.	Maintain and provide purge water truck support.	CD0532 Ninety percent of groundwater monitoring well samples completed, as identified in the FY 2007 Integrated Sampling Schedule Due: September 30, 2007	None Identified
Provide hydrologic assessment including water level, well testing and data management and storage.	Manage the Hanford groundwater monitoring network design. Prepare groundwater monitoring plans for RCRA units. Perform groundwater sampling, analytical analysis, data verification, data management, data evaluation, and interpretation and reporting. Maintain a Core library. Maintain Lysimeter project.	CD0533 Ninety percent of groundwater monitoring well samples completed, as identified in the FY 2008 Integrated Sampling Schedule Due: September 30, 2008	None Identified
		CD0534 RCRA Quarterly Reports Due: Quarterly	None Identified

C.2.5.4 Remediate Hanford Groundwater

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Implement groundwater remediation actions resulting from interim and final RODs and Action Memorandum.	The Contractor shall implement groundwater remedial actions in accordance with approved RODs (e.g., pump and treat).	CD0535 TPA Milestone M-16-14A: Complete construction of a 300 foot permeable reactive barrier for 100-NR-2	None Identified
Integrate the River Corridor groundwater	Remediate soil vapor at the 200-ZP-2 (PW-1)		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>remediation with the contractor (Washington Closure Hanford) performing remediation in the 100, 300, 400 and Areas.</p> <p>Integrate the groundwater remediation with the contractor (CH2M HILL) managing the Tank Farms for the River Protection Project.</p>	<p>Operable Unit to reduce carbon tetrachloride concentration in the vadose zone.</p>	<p>Due: December 31, 2006</p>	
	<p>The Contractor shall perform a second test injection, and the results evaluated, prior to full implementation of the 100-NR-2 sequestration barrier.</p>	<p>CD0536 Existing remedial action decision (pump and treat) to address small chromium plume at 100-K West Reactor area implemented Due: March 31, 2007</p>	<p>None Identified</p>
	<p>Included at Compliance Level:</p> <p>Implement the treatability study test plan for permeable reactive barrier as described in the Strontium-90 Treatability Test Plan for 100-NR-2 (DOE 2005c) by March 31, 2008.</p>	<p>CD0537 Pump size increased in 200-ZP-1 extraction wells 299-W15-45 and 299-W15-47 to raise the pumping rate to fully utilize pump and treat capacity Due: March 31, 2007</p>	<p>None Identified</p>
	<p>Complete the actions associated with groundwater identified in the CERCLA Five Year Review no later than the schedule provided in the review. Also perform necessary activities to support completion of the actions required to be completed after FY2008.</p>	<p>CD0538 Change request to modify groundwater monitoring for the 1100-EM-1 OU Due: April 30, 2007</p>	<p>None Identified</p>
	<p>The Contractor shall design, procure, install, and start up replacement vapor extraction system for 200-ZP-2.</p>	<p>CD0539 Treatment options assessed to address the technetium-99 near T Tank Farm and the technetium-99 being pulled into the 200-ZP-1 treatment system Due: August 31, 2007</p>	<p>None Identified</p>
	<p>The Contractor shall maintain optimum pump and treat system performance and operations for:</p> <ul style="list-style-type: none"> • 100-HR-3 • 100-NR-2 • 100-KR-4 • 100-KW • 100-D Area • 200-UP-1 • 200-ZP-1 	<p>CD0540 Three months of the 100 K West pump and treatment system operations averaging at least 50 gallons per minute. Due: July 31, 2007</p>	<p>None Identified</p>
	<p>The Contractor shall expand the 100-KR-4 pump and treatment system to address the groundwater chromium plume and complete three months of operation, averaging an increased treatment rate of at least 200 gallons per minute by September 30, 2008.</p> <p>Post Contract Period:</p> <p>Install three additional wells to further delineate the southeastern (inland) extent of the chromium groundwater plume from the 116-K-2 trench by September 30, 2009.</p> <p>Expand the 100-K Area pump and treat system by 100 gallons per minute to enhance remediation of the chromium plume between the 116-K-2 and the 100-N Reactor perimeter fence by September 30, 2009.</p> <p>Perform additional characterization of the upper confined aquifer for chromium contamination between the 100-D and 100-H Area, in the area known as the "horn" by September 30, 2009.</p> <p>Perform additional characterization of the aquifer below the initial aquitard, at 100-H Area, to characterize the extent of the groundwater plume exceeding the drinking water standard by September 30, 2009.</p>		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>This work scope shall be performed in compliance with all decision documents. The following is a list of the most important decision documents.</p> <ul style="list-style-type: none"> • 200-ZP-1, <i>Interim Action Declaration of the ROD</i> • <i>Action Memorandum: Expedited Response Proposal for 200 West Carbon Tetrachloride Plume (200-ZP-2 Action Memorandum)</i> • <i>Interim Action ROD for the 200-UP-1 Operable Unit</i> • <i>Interim Action ROD for the DOE Hanford 100-HR-3 and 100-KR-4 Operable Units</i> • <i>Interim Action ROD for the DOE Hanford 100-NR-1 and 100-NR-2 Operable Units</i> • <i>100 –HR-3 ROD Amendment</i> • <i>200-ZP-1 RI/FS Work Plan</i> 		

C.2.5.5 Remediate Central Plateau Waste Sites

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Remediate waste sites in accordance with approved RODs. Submit a Final Remedial Action Completion Report for each waste site (or groups of waste sites) to the lead regulator and obtain certificate of completion from the lead regulator agency. Support sampling and analysis activities in support of 200 Area burial ground retrieval.	<p>The Contractor shall initiate remedial actions for high risk waste sites in the Central Plateau in compliance with regulator and DOE decisions and as directed by DOE. The Contractor shall integrate waste site, vadose zone, and groundwater assessments, analyses, and remediation activities.</p> <p>Complete Sampling and Analysis activities at the Burial Grounds in accordance with the approved Sampling and Analysis Plan per M-091-40.</p> <p>The Contractor shall complete remediation of three waste sites (excluding backfilling, if remedial action goals have not been met for reasons other than delays in excavation, and revegetation) included in the 200-CW-3, 200 North Cooling Water Group, waste sites under the remove, treat, and dispose alternative.</p> <p>Post Contract Period:</p> <p>The Contractor shall complete remediation of the assigned waste sites in compliance with regulator and DOE decisions.</p>	CD0364 TPA Milestone M-091-40L: Quarterly Burial Ground vent/substrate sampling results Due: Quarterly	None Identified
		CD0541 241-U-361 Settling Tank Characterization and Sampling completed Due: March 31, 2008	None Identified
		CD0542 Three 200-CW-3, 200 North Cooling Water Group, waste sites remediated under the remove, treat, and dispose alternative. Due: July 31, 2007	None Identified

C.2.6 Remediation Definition and Analysis

C.2.6.1 Optimize Central Plateau and Groundwater Remediation/Closure

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Activities necessary to develop, integrate, investigate, analyze, optimize, and recommend remediation alternatives for surface cleanup, vadose zone, and groundwater decisions. Includes remediation strategies, planning, risk analyses, and	The Contractor shall integrate activities leading to remediation decisions and defensible basis for groundwater, vadose zone and waste sites.	CD0543 Revise the Groundwater Management Plan Due: March 31, 2007	None Identified
	The Contractor shall develop and maintain an	CD0544 Project Execution Plan	GF0141 DOE will provide written

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>integration to obtain CERCLA RODs.</p> <p>Provide data management services for four sitewide environmental databases: Hanford Environmental Information System, Hanford Geographical Information System, Hanford Well Information System, and Waste Information Data System.</p> <p>Provide coordination for subsurface science, vadose zone hydrology and ecological risk assessment data.</p>	<p>integrated set of priorities driven by the need to protect groundwater and the environment.</p> <p>The Contractor shall develop a Project Execution Plan that integrates waste sites, groundwater, vadose zone, and facility D&D.</p> <p>The Contractor shall interface with the Tank Closure and Waste Management Environmental Impact Statement (EIS) effort to ensure integration of groundwater and waste site functions and requirements.</p> <p>The Contractor shall integrate the remediation of Hanford groundwater, waste site operable units and ORP waste management areas.</p> <p>All activities need to be closely integrated with facility D&D activities.</p> <p>The Groundwater Management Plan shall provide the integration approach and schedules leading to the remediation decisions for groundwater, soil and waste sites.</p> <p>Risk Assessments for waste sites and groundwater shall be integrated.</p> <p>Assist DOE in the configuration control of key groundwater, vadose zone, and waste site parameters and assumptions related to environmental remediation of the site.</p> <p>The Contractor shall work with DOE to establish a single set of conceptual models and computer codes to meet the assessment requirements for the <i>National Environmental Policy Act of 1969</i> (NEPA), CERCLA, RCRA, and DOE Orders.</p> <p>Support stakeholder involvement activities related to the project by preparing and making presentations as requested.</p> <p>The Contractor shall centralize annual and multi-year planning and coordination for work to support final CERCLA and RCRA decisions related to soil, water and waste site remediation. Work activities outside the control of the Contractor will be identified as coordination activities with the appropriate schedule requirements.</p> <p>The Contractor shall work with DOE to integrate modeling and risk assessment for the Hanford Site, consolidate all groundwater and vadose zone work; and integrate groundwater, vadose zone, and source-area cleanup decisions.</p> <p>Hold periodic planning and coordination meetings with all relevant Hanford contractors.</p> <p>Complete systems engineering, value engineering, and optimization studies, as funded in FY 2007, that evaluate tradeoffs associated with remedial action decisions, e.g.:</p> <ul style="list-style-type: none"> • Risk Benefit Analyses • Cost Benefit Analyses • Barrier Effectiveness 	<p>reflective of an integrated groundwater source approach Due: March 31, 2007</p> <hr/> <p>CD0545 Central Plateau Cleanup and Configuration Control Specification document Due: September 30, 2007</p>	<p>guidance on implementation of DOE response to recommendations in Conference Report 109-275 Due: October 31, 2006</p> <hr/> <p>None Identified</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<ul style="list-style-type: none"> • Characterization optimization • Sensitivity Analyses • Void fill material / remove, treat, and dispose (RTD) optimization. <p>Develop specification document that captures the functional requirements of the Hanford Cleanup Mission; includes key decision parameters and standard set of institutional controls.</p> <p>Develop a standard set of institutional controls for use on the Central Plateau; that may include, but is not limited to National Park or Tribal considerations.</p> <p>Archive and maintain control of System Assessment Capability (SAC) and CFEST modeling documentation and software.</p> <p>The contractor is to work with DOE to maintain web-based access to the Hanford Environmental Information System (HEIS) (Environmental Data Assess [EDA] web site) and combine with web based access to Map Portal.</p> <p>Coordinate surface geophysics data gathering and analysis.</p> <p>Databases and Groundwater/Vadose Zone modeling shall be managed in accordance with applicable QA requirements.</p> <p>Included at Compliance Level:</p> <p>Develop proactive strategy to gain community and stakeholder understanding of remediation objectives and recommendations.</p> <p>Complete systems engineering, value engineering, and optimization studies, as funded in FY 2008, that evaluate tradeoffs associated with remedial action decisions, e.g.:</p> <ul style="list-style-type: none"> • Risk Benefit Analyses • Cost Benefit Analyses • Barrier Effectiveness • Characterization optimization • Sensitivity Analyses • Void fill material / remove, treat, and dispose (RTD) optimization. <p>[Note – This activity is fully funded at the compliance level.]</p>		

C.3 Waste and SNF Management Operations

C.3.1 Canister Storage Building (CSB) & 200 Area Interim Storage Area (ISA)

C.3.1.1 Interim Storage of Spent Nuclear Fuel (SNF)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage and operate facilities for receipt and safe interim storage of SNF.	The Contractor shall receive and safely store SNF in CSB/ISA within the authorization bases and monitor and ensure safe storage of SNF until dispositioned.	CD0546 Existing DSA updated, including Hazard Analysis data Due: Annually	None Identified
	The Contractor shall receive, inspect, weld, and place into storage all MCOs containing K Basin Fuels (excludes final welding of the monitored MCOs).	CD0547 SNF Acceptance Criteria (SNFAC) for receipt of any SNF with the exception of SNF packaged in MCOs and SNF packages already stored at the CSB/ISA. Due: September 30, 2007	None Identified
	The Contractor shall perform activities required to support the preparation, packaging and transportation of the SNF to meet the Monitored Geologic Repository (MGR) acceptance requirements. This includes, but is not limited to, preparation and maintenance of documentation to support the SNF for final disposition at the MGR plus review/input of MGR licensing and associated activities.	CD0548 Reports to RL as required by memorandum, Paul Golan, EM-2, Response to the RL Requests for Continual Submittal of Quarterly Status Reports, dated April 29, 2005. Due: Quarterly	None Identified
	This work scope shall be performed in compliance with:	CD0549 CSB and 200 Area ISA Authorization Agreement (review annually and update as necessary)	None Identified
	<ul style="list-style-type: none"> • CRD M 470.4-6 (Supp Rev 0), <i>Nuclear Material Control and Accountability</i> • CRD O 460.2, Chg 1, <i>Departmental Materials Transportation & Packaging Management</i> • SNF-4894, <i>Spent Nuclear Fuel Project Acceptance Criteria for LWR Spent Fuel Storage System</i> • WHC-SD-SNF-TI-001, <i>Hanford Spent Fuel Inventory Baseline</i> • 61 FR 10736, March 15, 1996, Doc. 96-6291, <i>Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005</i> • HNF-SD-SNF-OCD-001, Rev. 6, <i>Spent Nuclear Fuel Project Product Specification</i> • CRD O 470.1, Chg 1 (Supp Rev 1), <i>Safeguards and Security Program Requirements</i> • DOE/EA-1185, <i>Management of Hanford Site Non-Defense Production Reactor Spent Fuel</i> 	CD0550 Strategy for shipping Los Alamos Molten Plutonium Reactor Experiment (LAMPRE) and slightly irradiated FFTF fuel out of the PFP protected area	None Identified

C.3.1.2 Interim Storage of Immobilized High-Level Waste (IHLW) at the CSB

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage and operate facilities for the receipt and safe interim storage of IHLW. Specifically Excluded Scope: Costs associated with the design, installation, acceptance, and project management of modifications necessary for receipt of the IHLW are presently not included in the CSB operational baseline. These costs are within	Post-Contract Period: The CSB shall be modified to receive, inspect, place into interim storage, and monitor the IHLW. The Contractor shall facilitate safe and cost effective installation of facility modifications necessary for receipt and storage of IHLW	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
the ORP baseline.	within the authorization bases The Contractor shall perform operational and maintenance activities required to support handling and storage of the IHLW. Monitor and ensure safe storage of the IHLW until dispositioned.		

C.3.2 Central Waste Complex (CWC)

C.3.2.1 Maintain Safe & Compliant Central Waste Complex Facility Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the CWC.	Operate and maintain the CWC structures, operating systems and equipment, and monitoring systems in accordance with the authorization basis. Maintain radiological control and access control to ensure personnel safety. The CWC shall remain a contamination free facility.	CD0442 Solid Waste Operations Complex Authorization Agreement (review annually and update as necessary)	None Identified

C.3.2.2 Receive and Store Radioactive Solid Wastes

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Store existing quantities of low-level waste, mixed low-level waste, and TRU waste, including retrieved suspect TRU waste. Receive and store newly generated waste from Hanford Site generators and from off-site generators approved by RL.	The Contractor shall operate CWC in accordance with authorization basis and all regulatory requirements. All wastes accepted at the CWC shall comply with the <i>Hanford Site Solid Waste Acceptance Criteria</i> , HNF-EP-0063, and all regulatory requirements.	None Identified	None Identified

C.3.3 Waste Receiving and Processing Facility (WRAP)

C.3.3.1 Maintain Safe & Compliant WRAP Facility Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the WRAP structures, operating systems and equipment, and monitoring systems.	Maintain radiological control and access control to ensure personnel safety. This work scope shall be performed in compliance with: • HNF-25842, Solid Waste Operations Complex (SWOC) Authorization Agreement applicable sections for the Waste Receiving and Processing (WRAP).	None Identified	None Identified

C.3.3.2 Perform Waste Processing and WIPP Certification

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Verify/certify TRU and TRUM waste for shipment to WIPP. Perform Nondestructive Examination/Nondestructive Analysis (NDE/NDA) and visual inspection. As necessary, repack low-level waste (LLW).	Contact Handled TRU in drums shall be certified (and processed as needed) to meet WIPP requirements. Contact Handled TRU in standard waste	CD0551 268 cubic meters (2132 cubic meters cumulative) of TRU/TRUM waste certified. Due: December 31, 2006	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
MLLW, TRU, and TRU mixed waste (TRUM). Verify LLW and send to the burial grounds for disposal. Segregate MLLW and send to storage, treatment, or disposal, as appropriate.	boxes shall be certified (and processed as needed) to meet WIPP requirements. Included at Compliance Level: The contractor shall certify an additional 360 cubic meters of TRU waste by September 30, 2008.	CD0552 Additional 268 cubic meters (2400 cubic meters cumulative) of TRU/TRUM waste certified. Due: March 31, 2007	None Identified
	TPA Milestone M-091-42: Treat CH TRUM per schedule identified in milestone (quantities for CH TRUM treatment unachievable, TPA milestone needs to be renegotiated).	CD0553 2848 cubic meters cumulative (as of December 30, 2002) of TRU/TRUM certified. Due: September 30, 2008	None Identified
	This work scope shall be performed in compliance with: DOE/WIPP-02-3122, Revision 0.1, <i>Contact-Handled Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant</i>	CD0554 80% of legacy TRU waste placed into storage prior to January 2003 at the Solid Waste Operations Complex is certified. Due: September 30, 2008	None Identified

C.3.3.3 Disposition Transuranic Waste from WRAP Processing to WIPP

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Load TRU waste packages into appropriate transport containers for shipment to WIPP or to another DOE site as directed by DOE.	TRU waste that has been certified shall be shipped to WIPP contingent on availability of TRUPACT shipping containers. TRU shipments shall be complete upon departure of the transuranic package transporter (TRUPACTs) from the Hanford Site. TRU waste shall be transported to WIPP in containers certified by the U.S. Nuclear Regulatory Commission, as required by the WIPP <i>Land Withdrawal Act</i> . Included at Compliance Level: Deliver TRU waste containers to the Central Characterization Project for shipment to another DOE facility in accordance with the TRUPACT II Authorized Methods For Payload Control (TRAMPAC). This work scope shall be performed in compliance with: <ul style="list-style-type: none"> • DOE/WIPP-02-3122, Rev. 0.1, <i>Contact-Handled Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant</i> • TRAMPAC 	CD0555 Transuranic waste shipments to WIPP	None Identified

C.3.4 T Plant

C.3.4.1 Operate and Maintain the T Plant Facility

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the T Plant structures, operating systems and equipment, and monitoring systems.	Maintain radiological control and access control to ensure personnel safety.	None Identified	None Identified

C.3.4.2 Treat and Interim Store K Basins Sludge at T Plant

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for treatment and interim storage of K Basin North Loadout Pit sludge at T Plant. Transport stabilized and packaged K Basin sludge to T Plant and provide for interim storage.	The characteristics of K Basin sludge and package shall meet the criteria for CH-TRU as identified in the present WIPP waste acceptance criteria. Post Contract Period: Place treated and packaged sludge in storage pending shipment to the final disposal facility.	CD0556 All NLOP sludge contained in the four LDCs received at T Plant during 2005/2006 treated to WIPP WAC "certifiable" waste form and non-TRU LDCs disposed at ERDF. Due: December 31, 2006	None Identified

C.3.4.3 T Plant Upgrades to Support TPA M-91 Milestones

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Perform upgrades to T Plant.	Included at Compliance Level: Install processing equipment to treat, process, and repackage MLLW in large containers, TRU waste in large containers, remote-handled MLLW, and remote-handled TRU waste consistent with: <ul style="list-style-type: none"> TPA Milestone M-91-15: Complete Facilities/Initiate Treatment Of RH/CH-MLLW by June 30, 2008. (date unachievable, TPA milestone will need to be renegotiated). 	CD0557 TPA Milestone M-91-45: Remote handled and large size waste report Due: Annually	None Identified
		CD0558 TPA Milestone M-91-03D: Revised TRUM And MLLW PMP Submitted To Ecology Due: December 28, 2006	None Identified
		CD0559 TPA Milestone M-91-05-T01: TRU/TRUM Facility ES/FDC Submitted To Ecology Due: December 31, 2007	None Identified

C.3.5 Liquid Effluent Retention Facility (LERF)

C.3.5.1 Maintain Safe & Compliant Liquid Effluent Retention Facility Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the Liquid Effluent Retention Facility (LERF) structures, operating systems, equipment, and monitoring systems.		None Identified	None Identified

C.3.5.2 Store Liquid Effluents in the LERF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Collect and store liquid effluents in the LERF for subsequent treatment in the ETF.	Store liquid wastes in the LERF as required to support site operations.	None Identified	None Identified

C.3.6 200 Area Effluent Treatment Facility (ETF)

C.3.6.1 Maintain Safe & Compliant 200 Area Effluent Treatment Facility Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the 200 Area ETF structures, operating systems, equipment, and monitoring systems in compliance with applicable directives and regulatory documents.	Treat liquid effluents in the ETF to meet State discharge permit (ST 4500) requirements.	CD0421 Tritium treatment technology status letter report Due: Annually	None Identified
	Perform facility upgrades as required to support treatment of future waste streams. Perform grouting capability upgrades. Operate in accordance with the Auditable Safety Analysis. Post Contract Period: The Contractor shall prepare for submittal to the U.S. Environmental Protection Agency and the Washington Department of Ecology an evaluation of the development status of tritium treatment technology that would be pertinent to the cleanup and management of tritiated wastewater. Due every 5 years per EPA milestone M-26-07 (Next one due March 2009)	CD0560 ST 4500 Discharge Monitoring Reports for the 200 Area Effluent Treatment Facilities. Due: Quarterly	None Identified

C.3.6.2 Treat Liquid Effluents in the ETF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Treat liquid effluents in the ETF to meet State discharge permit requirements.	The Contractor shall operate the ETF to support site needs including but not limited to pump and treat operations (as required), ERDF leachate treatment, purgewater, and K Basin dewatering. Store and dispose of secondary waste generated during liquid effluent treatment.	CD0561 6 processing campaigns to treat Basin 44 inventory (as of September 30, 2006) completed. Due: September 30, 2008	None Identified

C.3.6.3 Dispose of Liquid Effluents Treated by the ETF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Dispose liquid effluents treated by the ETF that meet discharge requirements to the 200 West Area State Authorized Liquid Discharge System (SALDS).	Constituents not identified in the permit are subject to the limits in WAC 173-200, Water Quality Standards for Ground Waters of the State of Washington, and 4 percent of the derived concentration guide values in DOE Order 5400.5, <i>Radiation Protection of the Public and Environment</i> , as applicable.	None Identified	None Identified

C.3.7 200 Area Treated Effluent Disposal Facility (TEDF)

C.3.7.1 Maintain Safe & Compliant 200 Area TEDF Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the 200 Area TEDF structures, operating systems and equipment, and monitoring systems in compliance with applicable directives and regulatory		CD0562 ST 4502 Discharge Monitoring Reports for the 200 Area Effluent Treatment	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
documents.		Disposal Facilities Due: Quarterly	

C.3.7.2 Receive Liquid Effluents in the 200 Area TEDF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Collect and dispose liquid effluents that meet discharge requirements for the 200 Area State Approved Land Disposal Site, from generators in the 200 Areas.	The 200 TEDF shall be operated to meet 200 Area radiological industrial wastewater disposal needs.	None Identified	None Identified

C.3.8 300 Area Treated Effluent Disposal Facility (TEDF)

C.3.8.1 Maintain Safe & Compliant 300 Area TEDF Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the 300 Area TEDF, structures, operating systems and equipment, and monitoring systems in compliance with applicable directives and regulatory documents.	The 310 TEDF shall be maintained as a non-radiological facility. Store and dispose of secondary waste generated during liquid effluent treatment.	CD0108 Department of Natural Resources Land Lease Monitoring Report Due: Monthly	None Identified

C.3.8.2 Treat and Dispose Liquid Effluents in the 300 Area TEDF

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Treat liquid effluents in the 300 Area TEDF.	Liquid effluent from the 300 Area shall be collected, and treated in the 300 Area TEDF in accordance with the National Pollution Discharge Elimination System (NPDES) permit. Treated waste water will be discharged to the Columbia River.	None Identified	None Identified

C.3.9 Low-Level Waste Burial Grounds (LLBG)

C.3.9.1 Maintain Safe & Compliant LLW Burial Ground Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the LLW Burial Grounds within the Solid Waste Operations Complex Authorization Agreement.	Post 1970 suspect TRU waste containers in the LLBG shall be managed in retrievable storage in the LLBG. This work scope shall be performed in compliance with: • <i>Solid Waste Operations Complex Master Documented Safety Analysis (MDSA)</i> (latest revision).	None Identified	None Identified

C.3.9.2 Remove RINM from LLBG

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Procure, install, and operate systems and equipment to retrieve Reactor Irradiated Nuclear Material (RINM) from the LLBG.	Containers of suspect RINM shall be retrieved from the LLBG as encountered during retrieval of suspect TRU required by TPA Milestone M-91-40 and transported to the 200 Area Interim Fuel Storage Area.	CD0563 13 drums containing OSU TRIGA spent fuel loaded into Rad Vaults at the 200 Area ISA Due: December 31, 2006	None Identified

C.3.9.3 Retrieve Suspect TRU from LLBG

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Retrieve post-1970 suspect TRU containers and post 1970 transuranic containers from the LLBG.	<p>Retrieval of waste defined as retrievably stored waste (RSW) by the TPA M-91 series milestones shall be retrieved as specified in the TPA M-91-40D and M-91-40E milestones: (M-91-40D 4700 cubic meters cumulative by December 31, 2006 and M-91-40E 7200 cubic meters cumulative by December 31, 2007).</p> <p>Post Contract Period:</p> <p>M-91-40F 9700 cubic meters cumulative by December 31, 2008</p> <p>Any disposed or non-RSW post 1970 transuranic or suspect transuranic waste identified in the LLBG shall be addressed in accordance with the decisions made through the SW-2 RI-FS process. Stored post-1970 TRU, such as, Remote Handled-TRU in 218-W-3AE shall be removed from LLBG storage and sent to WIPP.</p>	CD0564 380 cubic meters (4580 cubic meters cumulative) of suspect TRU retrieved Due: December 31, 2006	None Identified
		CD0565 Additional 380 cubic meters (4960 cubic meters cumulative) of suspect TRU retrieved Due: March 31, 2007	None Identified
		CD0566 4125 cubic meters (9085 cubic meters cumulative) of suspect TRU retrieved Due: September 30, 2008.	None Identified
		CD0567 RSW volumes retrieved as specified in TPA milestone M-091-40D and M-091-40E.	None Identified
		CD0568 M-091-40R: Complete retrieval of Trench 4. Due: December 31, 2006	None Identified
		CD0569 Weather enclosure installed at the 218-E-12B burial ground. Due: December 31, 2006	None Identified
		CD0570 TRU retrieval in a second burial ground initiated. Due: December 31, 2006	None Identified
		CD0571 M-091-40E: 7,200 cubic meters cumulative total of suspect TRU retrieved. Due: December 31, 2007	None Identified

C.3.10 Mixed Waste Disposal Trenches (MWDT)

C.3.10.1 Maintain Safe & Compliant Mixed Waste Disposal Trench Operations

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Operate and maintain the mixed waste disposal trenches.	<p>All mixed low-level waste shall be disposed within one year of treatment.</p> <p>Disposal of Greater than Category 3 Low-Level Waste shall be evaluated on a case-by-case basis.</p>	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>This work scope shall be performed in compliance with:</p> <ul style="list-style-type: none"> 61 FR 41956, August 9, 1996, Doc. 96-20237, <i>Record of Decision for the Disposal of Decommissioned, Defueled Cruiser, Ohio Class, and Los Angeles Class Naval Reactor Plants</i> 		

C.3.11 Mixed Low-Level Waste Treatment

C.3.11.1 Treat Mixed Low-Level Waste

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Perform treatment LLW/MLLW as required to meet treatment and disposal facility requirements.	<p>The Contractor shall treat mixed low-level waste quantities to support TPA milestones as follows:</p> <ul style="list-style-type: none"> TPA Milestone M-91-42C: Treat 4890 cubic meters of CH-MLLW (cumulative) by December 31, 2006. TPA Milestone M-91-12: Complete 600 cubic meters (cumulative) of thermally treated MLLW by November 16, 2007. 	<p>CD0572 TPA Milestone M-26-01: Annual Hanford land disposal restrictions report to cover the period from January 1st of the previous year through December 31st of the reporting year. Due: Annually by April 30th</p>	None Identified
	<p>MLLW received after September 30, 2006, shall be characterized in the timeframe that would be required to meet 40 CFR 268.50 storage prohibition requirements.</p> <p>The Contractor shall initiate processing of large container waste in compliance with TPA milestone M-091-43 requirements.</p> <p>Included at Compliance Level</p> <p>The Contractor shall treat MLLW quantities in compliance with TPA milestone M-091-42D [Note – compliance funding in FY2008 will not facilitate completion of M-091-42D (treat 6520 cubic meters cumulative by 12/31/2007), but enables completion of M-091-42D by 9/30/2008 and progress towards completion of M-091-42E (treat 8150 cubic meters cumulative by 12/31/2008)].</p>	<p>CD0573 All MLLW in storage within the Solid Waste Operations Complex received prior to September 30, 2006, shall be characterized and designated adequately for treatment with treatment facilities identified by container. If treatment capability is not available a regulatory path and schedule shall be identified to meet TPA Milestone M-91-42E-1. Due: September 30, 2007</p>	None Identified
	<p>The Contractor shall dispose of LLW and MLLW such that the total volume of waste in storage in the Solid Waste Operations Complex (excluding RSW in the LLBGs) decreases annually.</p> <p>Post Contract Period:</p> <p>Non-regulated LLW, stored in the CWC, that does not meet the Hanford Site Solid Waste Acceptance Criteria for disposal, shall be treated as capability becomes available.</p> <p>TPA Milestone M-091-42E: Treat 8150 cubic meters by December 31, 2008.</p>	<p>CD0574 310 cubic meters (5200 cubic meters cumulative) of MLLW treated toward TPA Milestone M-091-42 Due: March 31, 2007</p>	None Identified
		<p>CD0575 Additional increment of 415 cubic meters (5,615 cubic meters cumulative) of MLLW treated toward TPA Milestone M-091-42 Due: September 30, 2008</p>	None Identified
		<p>CD0576 CH MLLW treatment demonstration using oversized containers between 10 to 35 cubic meters Due: June 30, 2008</p>	None Identified
		<p>CD0577 TPA Milestone M-91-12: 600 cubic meters (cumulative) of thermally treated MLLW Due: November 16, 2007</p>	None Identified

C.4 Infrastructure and Services

C.4.1 Infrastructure Key Areas Beyond FY 2008

C.4.1.1 Infrastructure Key Areas Beyond FY 2008

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>The Contractor shall identify facilities, equipment, and systems currently evaluated by Condition Assessment Survey (CAS) and valued at greater than \$50,000 required for cleanup in 2012, and keep those assigned to the Contractor in a minimally acceptable condition at the end of fiscal year FY 2008. Consistent with provided funding (FH Obligations Notice), the Contractor shall institute a condition-based maintenance, major repair, and replacement program to achieve the minimum acceptable condition through FY 2008. The scope is generally the facilities, equipment, and systems for the following key areas:</p> <ul style="list-style-type: none"> • Utilities <ul style="list-style-type: none"> - Electrical - Water - Sewer and Septic • Roads and Grounds <ul style="list-style-type: none"> - Roads - Grounds • Major Equipment <ul style="list-style-type: none"> - Cranes - Heavy Equipment <p>The Contractor shall determine the current assigned Contractor assets valued at greater than \$50,000 not needed to support cleanup in 2012 and decommission/abandon them and determine which assets can be removed from service as cleanup events are accomplished to reduce the active infrastructure and related costs. The Contractor shall institute a maintenance program that allows "run to failure" without compromising safety, health, environmental compliance, and cleanup milestones. However, if the "run to failure" creates a situation where a penalty under the Conditional Payment of Fee and Profit clause (CPOF) could be a result, strong consideration in review of FH's mitigation will be given.</p>	<p>The Contractor shall develop and maintain a list of Contractor-assigned assets valued at greater than \$50,000 required in 2012 to support cleanup.</p> <p>The Contractor shall use a Contractor-wide rating system to annually assess the condition of 25% of the facilities and personal property assets. This system shall contain these categories:</p> <ul style="list-style-type: none"> • Excellent (1) – New or lightly used that can be used without repairs, • Usable (4) – Shows some wear, but can be used with normal maintenance, • Minor Repairs (5) – Facilities/Systems: Up to 25% of replacement value, Equipment: Up to 10% of replacement value. These repairs will normally be accomplished routinely, • Major Repairs (7) – Facilities/Systems: 26-60% of replacement value, Equipment: 11-40% of replacement value, • Replace (X) – Required for cleanup, but repair or rehabilitation is impractical and/or uneconomical, requiring replacement, and • Disposition (D) – Not required for cleanup. <p>Included at Compliance Level:</p> <p>The Contractor shall use an evaluation system based on the CAS approach to determine asset condition, needed major repairs or replacement, and for follow-on assessments to determine change in condition. The CAS approach focused on assets needed for cleanup in 2012 and the definitions above shall be used to provide periodic evaluations of the condition of facilities, equipment, and systems. The following shall be used as criteria for the minimum acceptable asset condition for those assets at the end of FY 2008:</p> <ul style="list-style-type: none"> (A) Meets intended purposes, including safety, health, environmental compliance, and mission needs. (B) A majority of elements with evaluation ratings in Category (1) – Excellent, Category (4) – Usable, and Category (5) – Minor Repairs. (C) For elements rated Category (7) – Major Repairs and Category (X) – Replace, a planned repair/replacement cycle to meet intended purposes, over multiple fiscal years. (D) For elements rated Category (D) – Disposition, not required for cleanup. 	<p>CD0095 Infrastructure Ratings for Key Areas Due: Semi-Annually</p>	<p>None Identified</p>

C.4.2 Infrastructure Services

The Contractor shall provide the following services that may be used by all site contractors. Services used by others will be in accordance with documented agreements containing provisions requiring 90-day notice of any change in the amount of services required of, or that can be provided by, the Contractor.

The Contractor shall provide the requisite managerial ability and technical expertise to provide infrastructure services that support the site mission requirements.

C.4.2.1 Analytical Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide a full range of organic, inorganic, and radiochemical analytical capabilities. Support site programs and projects at the Waste Sampling and Characterization Facility (WSCF) with the analysis of process control accredited environmental and accredited industrial hygiene, environmental, and industrial hygiene samples with low radioactivity levels. Operate and maintain the WSCF in compliance with applicable directives and regulatory documents.</p>	<p>The Contractor shall maintain laboratory accreditation for the WSCF Laboratory.</p> <p>The Contractor shall provide a full range of organic, inorganic, and low level radiochemical analytical capabilities.</p> <p>Included at Compliance Level:</p> <p>The Contractor shall establish a Hanford Analytical Services Quality Assurance Requirements Document (HASQARD) Focus Group for the purpose of identifying, consolidating, and providing guidance on analytical and sampling quality assurance requirements for the Hanford Site through the HASQARD, DOE/RL-96-68. The Contractor shall lead the HASQARD Focus Group to first ensure HASQARD is updated; and the second priority is for the HASQARD Focus Group to evaluate the Department of Energy Consolidated Audit Program (DOECAP) and determine what aspects of the DOECAP should be incorporated into the HASQARD and implement the changes to HASQARD</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> • Provide a chairperson for the focus group. • Provide all administrative support necessary to maintain HASQARD, run the HASQARD Focus Group meetings, update and issue HASQARD focus group charter, and issue HASQARD revisions. • Provide analytical technical and quality assurance representation to the focus group. • Request participation in the HASQARD focus group from all relevant Hanford Site Contractors and regulators. <p>The HASQARD charter shall be concurred on by all Hanford Site Contractors willing to participate in the focus group and approved by the RL and ORP Analytical program managers. Any revision to HASQARD requires concurrence from all Hanford Site contractors participating in the HASQARD Focus Group and approval from RL and ORP analytical services program managers.</p>	<p>None Identified</p>	<p>None Identified</p>

C.4.2.2 Asset Disposition (Investment Recovery Operations)

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide receipt and disposition services for personal property assets no longer required in support of the Hanford Site mission. Provide processes and support services for DOE mandated donations/transfers (i.e., School Gift Program, Energy Related Laboratory Equipment Program, Economic Development, etc.)	The Contractor shall provide receipt and disposition services for personal property assets no longer required in support of the Hanford Site Mission. The Contractor shall support asset transfers from the Site to potential customers via the Tri-Cities Asset Reinvestment Company, LLC (TARC).	CD0097 Utilization and Disposal of Excess & Surplus Personal Property Report Due: Annually	None Identified

C.4.2.3 Badging

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Process and account for permanent security badges and the Hanford Site temporary (self-expiring) security badge program for employees, contractors, visitors, vendors and others for access to Site contractors and facilities. Issue badges for foreign nationals and verify security clearance levels for cleared visitors from other DOE sites. Manage the DOE and Hanford Site badging system – Personnel Security Clearance Reports Plus (PSCR+).	The Contractor shall manage the DOE and Hanford Site badging system – PSCR+.	None Identified	None Identified

C.4.2.4 Biological Control Program

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide a biological control program that is systematically integrated with environmental, safety, health and quality principles across the Contractor Projects, and with other Hanford Prime Contractors. This includes the control of noxious weeds, industrial weeds, other vegetation, and animal pests for the purposes of protecting employees, the public, and Site cultural and environmental (including biological) resources.	The Contractor shall provide a biological control program to control noxious weeds, industrial weeds, other vegetation, and animal pests.	None Identified	None Identified

C.4.2.5 Calibration Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Provide for the calibration of non-radiological measuring and test equipment (M&TE) that requires calibration to meet quality, safety or compliance requirements. Provide In-Situ calibration services. Does not include the calibration of Radio Services' instruments that are used to "tune" radio controllers, and occupational radiation instruments and repair.	The Contractor shall provide for the calibration of non-radiological M&TE.	None Identified	None Identified

C.4.2.6 Centralized Consolidated Recycling Center (CCRC)

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
Operate and maintain the CCRC. The following materials are aggregated for		None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>recycling at CCRC: aerosol products; mercury and mercury containing equipment; universal waste lamps and batteries; crushed fluorescent lamps; lead-acid batteries; electric ballasts or capacitors; used shop towels; used oil, and spent antifreeze.</p> <p>Minimize hazardous waste disposal through reuse of chemicals and/or recycling performed by off site vendors.</p>			

C.4.2.7 Classified Document Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide document control and management services for active and inactive classified material generated or received by DOE and Hanford contractors. Includes receiving classified matter, assigning control numbers, maintaining the classified document tracking system, copy distribution, record copy retention and retrieval, providing pickup and delivery service, destruction, and conducting inventories.</p>	<p>The Contractor shall provide document control and management services for active and inactive classified material generated or received by DOE and Hanford contractors.</p>	None Identified	None Identified

C.4.2.8 Courier Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide support for priority/emergency documents and materials. Provide support to the medical aid stations in transporting serum blood samples, medical supplies and pickup and delivery of instruments being calibrated.</p>	<p>The Contractor shall provide pickup and delivery support for priority/emergency documents and materials.</p>	None Identified	None Identified

C.4.2.9 Crane and Rigging

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide management, administrative, and planning and scheduling support for movable cranes and Crane and Rigging Services operations. Coordinate rental and movement of cranes ranging from 9 to 250 ton capacity. Support preventive maintenance inspections and schedule necessary repairs. Provide technical support and guidance in the procurement of hoisting and rigging equipment. Perform critical lift planning (develop alternative and innovative methods for lifting and scaffolding tasks). Supervise crane crews, riggers (performing complex rigging, ironwork, and scaffold erection and dismantling), crane operators, and drivers (performing heavy hauling and forklift operations).</p>	<p>The Contractor shall provide:</p> <ul style="list-style-type: none"> • Operations of movable cranes; • Critical lift planning; • Complex rigging, ironwork, and scaffold erection and dismantling; and • Heavy hauling and forklift operations. 	None Identified	None Identified

C.4.2.10 Desktop Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide a single point of contact for technical</p>	<p>The Contractor shall provide technical</p>	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
support for software and hardware via e-mail, web, or telephone. Provide dispatch for problems that cannot be resolved by help desk staff. Provide for computer maintenance, software, computer network, business machine repair, computer support, redeployment of computer hardware, integration, desk side software support, PC procurement support, PC and related peripheral maintenance, moves/adds/changes, installation of new standard and nationalized PCs and related peripherals and related services.	support for PC software and hardware.		

C.4.2.11 Emergency Preparedness

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Support the Occurrence Reporting process.		CD0401 Performance Analyses and Identification of Recurring Occurrences (Quarterly)	None Identified

C.4.2.12 Engineering Drawing Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage an engineering drawing repository and provide associated services to DOE and all Hanford contractors. Maintain the Hanford drawing accountability system, assignment of unique drawing identification numbers for new drawings, maintenance and storage services for original site drawings and drawing aperture cards for site distribution and record capture, and maintenance of custody control and drawing checkout to authorized personnel for revision.	The Contractor shall manage an engineering drawing repository and provide associated services.	None Identified	None Identified

C.4.2.13 FIMS/CAS

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide administration of the Facility Information Management System (FIMS) and Condition Assessment Survey (CAS) Programs.	<p>The Contractor shall perform the established minimum requirements for compliance of the FIMS Program identified in an August 2001 DOE-HQ guidance as the 22 critically designated data fields.</p> <p>The Contractor shall perform condition assessment surveys on all real property assets in CAS at least once in any 5-year period.</p> <p>The Contractor shall maintain FIMS data throughout the life cycle of real property assets, including real property related to institutional controls.</p> <p>The Contractor shall ensure that the total capital financial data in FIMS is 95% accurate, or greater by reconciling FIMS with financial data residing in property accounting (SAMS) on a quarterly basis and</p>	CD0107 Deferred and Actual Maintenance Cost Data Due: Annually	GF0142 DOE must gather and provide data from other Hanford Site Contractors for input into the FIMS database 30 calendar days prior to the required deliverable date

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
	<p>documenting reconciliation in a file to be maintained by the FIMS Database Administrator.</p> <p>The Contractor shall perform an annual review of FIMS data and shall produce documentation, as directed by DOE, to support annual data validation efforts.</p>		

C.4.2.14 Fire Department

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
<p>Provide a full range of emergency services for DOE Assets. These services include incident management, fire suppression, fire systems testing, fire prevention, technical rescue, emergency medical service and patient transport, and hazardous materials and chemical/biological/radiological emergency response. Deal with and terminate emergency situations that could threaten the operations, employees, the general public, or interest of the DOE-operated Hanford Site. Respond to surrounding fire departments/districts under mutual aid and state mobilization agreements and fire fighting; hazardous materials. Provide site fire marshal overview authority, building tours and inspections, ignitable and reactive waste site inspections, pre-fire planning, hazardous chemical inventory updates, and employee fire prevention education.</p> <p>EXCLUSION: No liability will be accepted nor will any services be provided to the Waste Treatment and Immobilization Plant (WTP) with the exception of those services covered under either:</p> <ol style="list-style-type: none"> 1) an authorized RFS accepted by FH, or 2) an FH accepted task order from Bechtel National, Inc. (BNI) or a contract release from CH2M HILL Hanford Group, Inc. 	<p>The Contractor shall provide emergency services including incident management, fire suppression, fire systems testing and maintenance, fire prevention, technical rescue, emergency medical service and patient transport, and hazardous materials and chemical/biological/radiological emergency response.</p> <p>The Contractor shall respond to surrounding fire departments/districts under mutual aid and state mobilization agreements.</p> <p>The Contractor shall provide Site fire marshal overview authority.</p> <p>The Contractor shall provide fire protection engineers to develop justification documents for technical equivalencies and exemption as allowed under NFPA and provide to the DOE Authority Having Jurisdiction (AHJ) for approval. As referenced in 10CFR851 Appendix A Item 2(b).</p>	<p>CD0099 Summary of Fire and Other Property Damage Experience/Report Due: Annually or as required</p>	<p>GF0143 A notice or letter identifying who is (are) responsible to be the Authority Having Jurisdiction (AHJ) as defined in NFPA, and referenced in the Federal Register Volume 71, Number 27, page 6912, paragraph 2, and implemented through 10CFR851 Appendix A Item 2(b). Due: January 15, 2007</p>

C.4.2.15 Fire Systems Maintenance

SCOPE	REQUIREMENT(S)	DELIVERABLES/COMPLETIONS	GFS/I
<p>Provide corrective and preventive maintenance (includes deactivation/reactivation services) and functional tests on fire life safety protection systems, including all components of these systems, and maintain factory certification for all brands of systems.</p>	<p>The Contractor shall provide corrective and preventive maintenance and functional tests on fire life safety protection systems.</p>	<p>None Identified</p>	<p>None Identified</p>

C.4.2.16 Fleet Maintenance

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide management, maintenance, and repair of General Services Administration (GSA) vehicles/equipment and Fleet vehicles/equipment with property numbers beginning with the letters "HO". Provide engineering support, technical procedures, control of suspect/counterfeit fasteners, equipment modification control and facility safety (OSHA), fuel costing and invoicing, fuel delivery to areas not accessible to on-site fueling stations, and commercial equipment rental contracts.	The Contractor shall provide maintenance and repair of GSA and HO coded vehicles/equipment. The Contractor shall provide fuel delivery services to areas not accessible to on-site fueling stations.	CD0101 Input to Federal Automotive Statistical Tool (FAST) Report Due: Annually by October 31st	GF0144 The FAST system must be opened for Contractor input 30 calendar days prior to the required completion date.
		CD0102 OMB Circular A-11 Input to Transportation Efficiency Management Report database Due: Annually by August 15th	GF0145 DOE guidance must be provided to the Contractor 30 calendar days prior to the required completion date.
		CD0578 Replacement of DOE-owned vehicles Due: Annually in June	None Identified
		CD0579 Replacement of GSA leased vehicles Due: Annually in December	GF0146 GSA must provide the Contractor with a list of vehicles eligible for replacement 30 calendar days prior to the required completion date.
		CD0580 Fleet reports in support of the Energy Policy Act. Due: As Requested	None Identified

C.4.2.17 Forms Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Administer a forms management system and process, and design electronic forms for interactive use as well as conventional hard copy forms. Develop/design/revise electronic and hard copy forms, eliminate obsolete or duplicate forms, maintain forms historical records, and maintain a system for centralized configuration management of electronic and conventional hard copy forms.		None Identified	None Identified

C.4.2.18 Grounds Maintenance

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide maintenance of common grounds and grounds directly associated with Site Occupancy Pool facilities. Includes perimeter fence maintenance, lawn and landscape care, annual inspection of facilities, management and maintenance of gravel pits, parking lot and sidewalk cleanup, washing down facilities, signage, and general area cleanup. Provide surveillance and maintenance to ensure the safety and environmental integrity of the 200, 300 and 600 Landlord Areas. Provide radiological surveillance and monitoring of the road system, 600 Area cleanup sites and within the 200 and 300 Landlord Areas; environmental inspections, monitoring and assistance; annual high and low-water riverbank inspection to ensure environmental integrity;	The Contractor shall provide grounds maintenance for 712, north Federal Building parking lot and grass strips in parking area, section of lawn across from 703, and west Federal Building parking lot (shared with City of Richland). The Contractor shall provide grounds maintenance for the 400 Area outside the limited area. The Contractor shall provide grounds maintenance for MO-404 Radio Maintenance and 2355 parking lot.	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
and support to spill responses to assure environmental safety.			

C.4.2.19 Hanford Site Benefit Plans for Employees and Retirees

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide administration for various medical, dental, disability, other insurances, pension and savings plans to the employees and retirees of several site contractors. Administer Hanford Site-wide, market-based, and legacy pension plans. Administrative costs shall be costs of each plan and those costs not allocated to the plans will be allocated to participating contractors.	The Contractor shall make no change to a pension plan, nor take any other action (such as termination, merger, spin-off) affecting a plan without approval of the Contracting Officer.	CD0581 Hanford Site Pension Plans and Savings and Investment Plans – Investment Performance Review Report Due: 60 days following the end of each quarter.	None Identified
	The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the Plan functions.	CD0582 Meeting Minutes of the Quarterly Pension and Savings Committees meetings. Due: Quarterly following approval of the Committees Meeting Minutes.	None Identified
	The Contractor shall render all ordinary and normal administrative services and functions as designated by the committees which may be reasonably required.	CD0177 U.S. Department of Labor Form 5500 – Annual Return of Fiduciary of Employer Benefit Trust Due: Annually	None Identified
	The Contractor shall manage Plan assets in a prudent manner as designated by the committees. Investments yields will be benchmarked against measures appropriate to their investment class on a quarterly basis. It is expected that investment yields will meet or exceed the Investment Manager Watch List criteria included in the Hanford Site Pension Plans Savings & Investment Plans Investment Performance Review. For each quarter that an Investment Manager remains on the Watch List, the status will be reported to the Committees. Actions that may result from the Watch List shall be documented in the Committees' meeting Minutes.	CD0276 Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) Due: Annually	None Identified
	The Contractor shall establish and maintain plans as qualified pension plans under the regulations of the Internal Revenue Code.	CD0406 Multi Employer Pension Plan Actuarial Valuation Report Due: Annually	None Identified
	The plans and trust documents and any amendments thereto which affect changes to the plans are subject to Contracting Officer approval.	CD0171 August Update to FY 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) Due: Annually	None Identified
	Administrative costs not allocated to the Plans will be allocated to participating Contractors.	CD0172 August Update to Fiscal Year 200X Contractor Pension Data for DOE Financial Statement Disclosures (FAS 87) Due: Annually	None Identified
	The Contractor shall provide an itemization of plan costs as requested.	CD0275 Fiscal Year 200X Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (FAS 106) Due: Annually	None Identified
	Employee forfeitures of accrued non-vested benefits shall be in accordance with the terms of the Plan and such forfeitures shall be used to reduce Contractor contributions made on behalf of remaining participating employees.		
	Actuarial gains and losses developed by annual valuations shall be used for purposes of establishing contributions to the Plan as soon as reasonably possible and consistent with the requirements of the <i>Employee Retirement Income Security Act of 1974</i> , amendments thereto, and other applicable laws.		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>The aggregate annual contribution to the pension fund may range from the minimum specified by the Internal Revenue Code (IRC) Section 412(b) to the amount necessary to fully fund the year-end expected current liability. However, the aggregate annual contribution to each plan shall be no less than the minimum specified by IRC Section 412(b) nor greater than the tax-deductible limit specified by IRC Section 404. All contributions to each pension plan shall equal the total amount currently attributable to participants in the plans. These contributions shall be based on the actuarial valuation as determined by the <i>Employee Retirement Income Security Act of 1974</i>, as amended for the most recent plan year.</p> <p>Any DOE-reimbursed assets awaiting transfer to a successor trustee or to DOE will be actively managed by the Contractor until the successor trustee or DOE is able to assume stewardship of those assets.</p> <p>The Contract shall request prior approval from DOE for each special program, plan loan feature, employee contribution refund, asset reversion, or incidental benefit which increase costs. Such costs are unallowable unless specifically approved by the Contracting Officer.</p> <p>Unless otherwise required by federal law or the collective bargaining process, or approved by the Contracting Officer, no amendment to any pension plan will result in allowable costs under this contract if any such amendment is adopted within 12 months of contract termination or expiration.</p>		

C.4.2.20 Hanford Environmental Information Databases

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide data management services for four environmental databases: Hanford Environmental Information System, Hanford Geographical Information System, Hanford Well Information System, and Waste Information Data System.	The Contractor shall manage the Waste Information Data System (WIDS) in accordance with Section 3.5 of the TPA Action Plan.	CD0583 WIDS Hanford Cleanup Verification Package (CVP) content, development and approval requirements and procedures	None Identified
		CD0584 Annual TPA Waste Management Report. Due: Annually	None Identified
		CD0585 Hanford WIDS change control procedure.	None Identified

C.4.2.21 Hanford Local Area Network (HLAN) Operation, Maintenance and Integration

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for the engineering, operation and maintenance of the Hanford Local Area Network (HLAN) infrastructure. Provide Network Administration, coordinate HLAN		None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Intranet and Internet website configuration control and standards, Network Operations Center (NOC), UNIX/MS Windows SQL/WEB server administration, file server backup and recovery, E-Mail Administration and Support, Internet Support, dial-up and VPN Remote Access Services, Maintenance and Software Management, Technology Support for Hardware and Software, maintain virus protection software, electronic distribution and deployment of software applications running in the HLAN environment, and testing and evaluation of new computer and information technologies. HLAN network services include Network Management and Network Maintenance.</p>			

C.4.2.22 Hanford Patrol

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide security services to the Hanford Site (including those of the Pacific Northwest National Laboratory [PNNL], but excluding the WTP construction-site. Once construction of the WTP is complete, Hanford Patrol will provide protective force service for the WTP), and respond to alarms and other emergencies/incidents 24 hours a day, seven days a week. Provide qualified Security Police Officers for protection of Site targets, government assets, and access control at Site Barricades. Provide the certified explosive detection K-9 and Search Teams. Mutual aid of K-9 or law enforcement backup support units may be made available on a non-mission interference basis to local, regional, state, and federal police agencies and to school systems in response to threats of violence. Provide 911 dispatch and emergency communications, and operate Washington State "ASSESS" law enforcement computer systems, and dispatch of the Benton County Sheriffs Office on the Hanford Site. Provide the mandated minimum number of responders as stipulated in the Site Safeguards and Security Plan (SSSP) to maintain protection for Site facilities. Provide alarm and duress monitoring for Hanford Site alarmed facilities as required. Provide in-region tracking for radioactive shipments and single point of contact for all outbound Hanford-related radioactive/hazardous material shipments. Provide crash phone, siren, and traffic and crowd control during emergencies. Provide access control, conduct badge checks, issue temporary badges, and search for prohibited articles. These provided services must interface directly with RL, and in the event of an emergency involving the Site Safeguards and Security forces, RL may assume command and control of the forces and the event, if the Emergency Operations Center is activated.</p>	<p>The Contractor shall provide security services to the Hanford Site.</p> <p>The Contractor shall provide qualified staff for protection of site targets, government assets and access control.</p> <p>The Contractor shall provide the certified explosive detection.</p> <p>The Contractor shall provide 911 dispatch and emergency communications.</p> <p>The Contractor shall implement the Site Safeguards and Security Plan (SSSP).</p> <p>The Contractor shall provide in-region tracking for radioactive shipments.</p> <p>The Contractor shall provide crash phone, siren, and traffic and crowd control.</p> <p>The Contractor shall provide access control.</p>	<p>None Identified</p>	<p>None Identified</p>

C.4.2.23 Industrial Hygiene Laboratory

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Calibrate and repair various monitoring equipment used by safety and industrial hygiene for evaluating worker protection. Provide evaluations of equipment and technical assistance to support projects with specific sampling process needs.		None Identified	None Identified

C.4.2.24 Information Resource Management (IRM)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Manage, operate and maintain site applications and services, without enhancements or upgrades, that support Hanford, including the following:</p> <p>Hanford PeopleCore database--the central, integrated source of key Hanford site personnel and facility data for nearly 130 site applications.</p> <p>Hanford Identification Number (HID) system--the central source for the generation of new HID numbers and for the maintenance of all HID numbers assigned.</p> <p>Hanford Information System Inventory (HISI)--the central repository for the registration of applications/systems.</p> <p>Software configuration tools--A centralized repository for software and documentation used</p> <p>Hanford PopFon--the site-wide telephone directory utility program, which provides users of the Hanford Local Area Network (HLAN) with the capability to look-up telephone and organizational information pertaining to active employees on the Hanford Site.</p>	The Contractor shall manage, operate and maintain existing Site applications and services.	CD0106 Cyber Security Program Plan Update Due: Semi-Annually	None Identified

C.4.2.25 Infrastructure Reliability

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide essential replacements, renovations, and upgrades to the water system, sewer system, electrical distribution system, transportation system, telecommunications system, emergency services system (Fire Department, and Emergency Operations Center), and General Purpose Facilities, including contracting and project management functions. Provide capital equipment replacements (e.g., emergency response vehicles, cranes, or other equipment that exceeds thresholds for expense funding, currently \$50,000) for non-project specific, Contractor provided service and general infrastructure mission activities.	<p>The Contractor shall complete 100B Area export water system reliability enhancements:</p> <ul style="list-style-type: none"> • install fire sprinkler system in 181B River Pumping Station • replace diesel pumping assembly in 181B River Pumping Station • install 12 inch water main to 181B and two fire hydrants • install two new diesel pumping assemblies at 182B Reservoir (and remove four old pumping assemblies) • replace diesel fuel tank at 182B Reservoir • Issue approved Construction Completion Document (A-6002-656) signifying facilities available for beneficial use. <p>The above requirement assumes that the 181/2 D water facilities continue operations until enhancements are completed and facilities available for beneficial use.</p>	CD0586 100B Area export water system reliability enhancements completed Due: December 31, 2007	None Identified

C.4.2.26 Land Management (day-to-day)

SCOPE	REQUIREMENT(S)	DELIVERABLES COMPLETIONS	GFS/I
<p>The Contractor shall assist RL in the implementation of the Comprehensive Land-Use Plan in accordance with the Plan and as directed or interpreted by DOE from time-to-time.</p>	<p>The Contractor shall assist RL with land use determinations.</p> <p>The Contractor shall comply with the Hanford Comprehensive Land-Use Environmental Impact Statement</p> <p>The Contractor shall follow Property Management Regulations (41 CFR 101 and 102) for real estate transactions executed by the RL.</p> <p>The Contractor shall integrate the use of real property for the overall site, individual operating areas, and specific parcels of land through:</p> <ul style="list-style-type: none"> (A) Strategic planning, site selection, and excavation permits; (B) Site wide system integration, investigation, recommendation, implementation; interface, conflict resolution, and consensus building; (C) Project definition and management; and (D) Promotion of land as a strategic asset. The Contractor shall ensure that the action of one project does not impact others, and that no single project dominates others, or damages resources that the project has not vested interest in. <p>The Contractor shall administer and manage the Site Selection and Excavation Permit processes across the Hanford Site as a streamline and integrated procedure for project review, including consistency with the Hanford Comprehensive Land-Use Plan and implementation objectives.</p> <p>The Contractor shall manage real property including review of property uses: reuse of land and facilities, investigate and characterize land, monitor miss use of property or encroachments, identify orphan or unknown land uses (e.g., non-pristine land, hazards, and waste site), investigate and disposition non-permitted activities, track and document land-use occurrences and activities.</p> <p>The Contractor shall prepare out-grants (easements, licenses, permits, and leases) and transfers (deeds), including supporting utilization surveys, disposition and plan for, administer and document real property disposals (out-grants and transfers) on the Hanford Site for execution by RL. The disposal of real estate includes, but is not limited to, boundary determination, radiological surveys, cultural surveys, biological surveys, title searches, legal-boundary surveys, fair market appraisals, environmental due diligence, NEPA, characterization, and facility preparation.</p> <p>Included at Compliance Level:</p> <p>The Contractor shall conduct and coordinate NEPA 5-Year Supplemental Analysis (10 CFR 1021) for the Comprehensive Land-Use</p>	<p>CD0587</p> <p>Summary list, including general information (e.g., location and size) and general description of the type of requests reviewed, for all site selection and excavation permits process and issued in the past 3 years.</p> <p>Due: March 31, 2007</p>	<p>None Identified</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES COMPLETIONS	GFS/I
	<p>Plan to ensure the land-use plan is relevant and current.</p> <p>The Contractor shall provide support for the potential transfer of land to Energy Northwest for WNP-1, 2, and 4 Sites.</p>		

C.4.2.27 Locksmith Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provides locksmith support for the installation, replacement and maintenance of locks, keys and access control systems for the protection of SNM, nuclear materials, classified matter and government property.	<p>This work scope shall be done in compliance with:</p> <p>CRD M 473.1-1, <i>Physical Protection Program Manual</i></p>	None Identified	None Identified

C.4.2.28 Longterm Stewardship

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide Long Term Stewardship (LTS) support to RL	<p>The Contractor shall implement DOE's vision for LTS as outlined in the document, <i>Hanford Long Term Stewardship Program and Transition: Preparing for Environmental Management Cleanup Completion, DOE/RL-2003-39, Rev 0, August 2003</i>. This will require, at a minimum, the following:</p> <ul style="list-style-type: none"> • Development of a single site wide approach for the implementation of institutional controls; • Development of a transition process that ensures LTS consideration are considered early in the cleanup process; • Develop a continuous improvement process; • Development of performance metrics that address the transition process; • Development of property transfer mechanisms; • Development of a quality assurance document for post closure documents; • Development of an integrated information management system approach; • Clearly define the regulatory documents required to document cleanup; • Development of a transition checklist that sets the criterion that Hanford remediation contractors must meet in order for the transfer land to the Contractor for long term stewardship. The checklist shall be consistent with the requirements needed for Hanford transition from EM to LM. <p>The Contractor's planning shall be coordinated with the River Corridor Contractor's Long Term Stewardship Planning.</p> <p>The Contractor shall help foster public confidence in cleanup decision that requires institutional controls for an extended time period.</p> <p>The Contractor shall support DOE Stewardship strategic planning and</p>	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>requirements definition including developing strategies, legal documents, and technical specifications to transition the Hanford Site to post-cleanup resource and risk management.</p> <p>The Contractor shall provide assistance to DOE in planning and implementing site resource management and long-term stewardship activities including performing studies and analysis of long-term stewardship needs; preparing plans and manuals; and preparing site resources and area management plans.</p> <p>The Contractor shall maintain Hanford's Long-Term Stewardship web site.</p> <p>Included at Compliance Level:</p> <p>The Contractor shall perform a comprehensive update to the Sitewide Institutional Controls Plan.</p>		

C.4.2.29 Mail

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide delivery and pickup of interplant and U.S. Postal mail; maintenance of the mail stop identification number (MSIN); obtain and maintain receipts on accountable mail (registered, certified, priority and insured); and address services for mail distribution.		None Identified	None Identified

C.4.2.30 Mapping Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide general and business-specific Hanford Site maps. Specific data systems supported include Hanford Geographical Information System/WIDS, E911, electrical utilities, environmental permitting, telecommunications mapping, and others. Provide and maintain geographically defined data sets of the Hanford Site. Provide copies of standard maps and the Hanford Site Data Sets on request. Provide custom maps.		None Identified	None Identified

C.4.2.31 Occupancy Pool – Government Owned/Leased Facilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide management, maintenance, and custodial services for government-owned (office space, mobile structures, and other general purpose facilities), commercial and GSA leases for general-purpose facilities (office, training spaces, etc.) that can be used to house programs/contractors. Occupancy Pool includes facilities as approved by DOE RL and ORP.		None Identified	None Identified

C.4.2.32 Paging Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide pager services including engineering, maintenance, operation radio spectrum licensing, and other related services for the on-site, Government-owned Hanford Site pager infrastructure. Provide administration of the regional paging contract and the national paging contract.	The Contractor shall provide pager services.	None Identified	None Identified

C.4.2.33 Reserved

C.4.2.34 Property System Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for the maintenance and operations of the site property management system (Sunflower Asset Management System) jointly utilized by FH, CH2M Hill and WCH for the integrated reporting of the DOE-owned property located on the Hanford Site. Support to the WTP contractor and PNNL is not included. Manage DOE-owned property in FH's custody per contractual and regulatory requirements.	The Contractor shall provide for the maintenance and operations of the Site property management system.	CD0113 Activities Generating Precious Metals/Report Due: Annually	None Identified
		CD0402 Precious Metals Forecast Report Due: Annually by September 30th	None Identified
		CD0111 Physical Inventory Report Due: Annually	None Identified
		CD0588 Input to Property Information Data System (PIDS) database Due: Annually by December 15th	None Identified
		CD0589 Contractor Personal Property Management Balanced Scorecard Plan Due: Annually by September 30th	None Identified
		CD0590 Contractor Personal Property Management Balanced Scorecard Report Due: Annually by December 15 th beginning December 15, 2007	None Identified
		CD0591 Input to GSA Non-Federal Recipients Report and Exchange/Sale Report Due: Annually by November 15th	None Identified

C.4.2.35 Radio Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide engineering, maintenance and operations for radio communication services including two-way, fire dispatch, safety and emergency preparedness, and security systems and infrastructure services including spectrum licensing and management and National Telecommunications and	The Contractor shall provide radio communications services.	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Information Administration (NTIA) registration of radio frequencies.			

C.4.2.36 Records Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage the vital records program, provide records restoration, and records/document management systems. Provide Material Safety Data Sheet management services for site contractors.	The Contractor shall provide records management services for government records. The Contractor shall collect the volumetric printing/duplicating information and load it into the electronic media for the annual Joint Committee on Printing (JCP) Report and the annual report on copying activities to the Office of Scientific and Technical Information (OSTI).	None Identified	None Identified

C.4.2.37 Records Storage

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide long-term records storage services for government records generated by DOE and Hanford contractors. Includes receipt of boxed records for inactive retention, processing for storage, search and retrieval for use, and eventual disposition. Administer the local records holding area storage facility and associated systems, and maintenance of the interface with the Federal Records Center in Seattle, Washington for effective inventory management.	The Contractor shall provide long-term records storage services for government records.	None Identified	None Identified

C.4.2.38 Refrigerated Equipment Services (RES)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide corrective and preventive maintenance of government owned refrigeration/heating equipment (including Refrigerant Gas removal from deactivated equipment). Maintain documentation as required by the U.S. Environmental Protection Agency. Operate a repository for refrigerant gases.	The Contractor shall provide corrective and preventive maintenance of government owned refrigeration/heating equipment. The Contractor shall maintain and operate a refrigerant gases repository.	None Identified	None Identified

C.4.2.39 Respiratory Protection

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide factory certified maintenance, inspection, and testing for all self contained breathing apparatus, breathing air carts, and powered air-purifying respirators.		None Identified	None Identified

C.4.2.40 Road Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide accident and spill cleanup, grading and sweeping of roads and shoulders, removal of road debris, minor road maintenance including crack sealing, patching, minor paving of potholes, road striping, and snow removal from primary and secondary roads. Establish snow removal priorities each season.	The Contractor shall maintain site roads with the exceptions of Route 2S from the Wye barricade to Route 11A and Route 11A from Route 2S to gate 810 until September 30, 2007, when the roads will transfer from ORP back to RL.	None Identified	None Identified

C.4.2.41 Safeguards & Security (SAS)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide for the protection of SAS interests involving the use, identification, processing, possession, receipt, shipment, storage and disposition of SNM, classified and sensitive matter, and protection of personnel and government property. Integrate security operations on the Hanford Site.</p> <p>Provide program planning and administration: (e.g., vulnerability assessments, safeguards and security plans, SAS strategic plans, technical analysis/security upgrade cost estimates, and special studies to ensure cost-effective SAS applications); protection program management (physical security, security systems, badging); information security (protect classified and unclassified sensitive information generated, processed, and stored on the Hanford Site from loss, damage, and unauthorized disclosure; provide operational and enhancement support of the Richland Clearance Information Management System; and integrate operations security, classified information systems security, classified matter protection and control, the classification office, unclassified cyber security, telecommunications security, technical surveillance countermeasures, and the foreign national visits and assignments program); and safeguards/material control and accountability, security awareness, and personnel security.</p> <p>Provide technical expertise and emergency response personnel and equipment for the mitigation and joint incident command and control with site security forces for the control of any weapons of mass destruction and chemical/biological weapons incidents affecting the interest of the Government.</p>	The Contractor shall initiate the development of the implementation of <i>FY 2003 Design Basis Threat (DBT) Policy</i> , comply with DOE DBT requirements, and any specialized instructions or direction from RL for this contract work scope.	CD0114 Nuclear Material Accountability Transaction Data Report Due: Monthly	None Identified
		CD0115 Nuclear Material Balance Report Due: Monthly	None Identified
		CD0118 Operations Security Program Status Report Due: Annually	None Identified
		CD0121 Patrol Contingency Plan Due: Annually	None Identified
		CD0122 Protective Force Strength Report Due: Quarterly	None Identified
		CD0120 Category of Ending Inventory Report Due: Quarterly	None Identified
		CD0119 Classification Officers Report Due: Quarterly	None Identified
		CD0117 Site Safeguards and Security Plan Due: As Required	None Identified
		CD0116 Status Report on DOE Findings Due: Quarterly	None Identified

C.4.2.42 Sanitary Waste Disposal

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for the collection and disposal of sanitary solid waste from the Hanford Site and for the disposal of non-radioactive non-dangerous drummed waste, medical waste, and asbestos waste. Monitor and maintain the closed Hanford Solid Waste Landfill	The Contractor shall dispose of sanitary solid waste, non-radioactive, non-dangerous drummed waste, medical waste, and asbestos waste.	CD0123 Solid Waste Landfill Monitoring Report Due: Annually	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
including periodic inspections, soil gas monitoring and leachate management and monitoring. Operate the inert landfill at Pit 9 and administer contracts for disposal of solid waste, asbestos, medical waste, and drummed non-hazardous waste.			

C.4.2.43 Solid Waste Storage and Disposal

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide disposal of low-level waste (excludes operation of ERDF); designation and shipment of hazardous waste; manage the off site treatment, storage and disposal facility contracts; identify classified solid waste and properly segregate; provide product determinations; manage orphan wastes; store mixed and transuranic wastes. Segregated classified wastes should be put in an unclassified configuration prior to disposal off-site.	<p>The Contractor shall dispose of baseline volumes of LLW and RMW (MLLW), as defined in the SWIFT 2006.0 Report, from DOE and U.S. Department of Defense generators as approved by RL.</p> <p>The Contractor shall support waste treatment/storage/disposal requests from generators approved by RL.</p> <p>The Contractor shall manage orphan wastes, and store mixed and transuranic wastes.</p> <p>The Contractor shall designate and ship hazardous waste. Hazardous waste leaving the Hanford Site for disposal must follow RL-approved radiological moratorium limits.</p> <p>The Contractor shall maintain the Solid Waste and Liquid Waste Acceptance Criteria. Modifications of the Solid Waste Acceptance Criteria shall be approved by RL.</p> <p>The Contractor shall maintain the Solid Waste Forecast. The Solid Waste Forecast shall be maintained in an internet accessible basis. The Solid Waste Forecast shall include forecasts of all TRU(M), LLW and MLLW volumes expected to be generated or managed within the scope of this contract, including post contract period waste and CERCLA waste.</p>	<p>CD0592 Solid Waste Forecast updated Due: Annually</p>	None Identified

C.4.2.44 Telecommunication Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide engineering, operation and maintenance of the Hanford Site telephone exchange services (voice, data, special circuits, 911 support, FTS and commercial long-distance features, and attendant/operator services) including inside plant and outside plant wiring, transport (backbone) systems, switching equipment, infrastructure, and associated equipment.	The Contractor shall provide engineering, operation and maintenance of the Hanford Site telephone exchange services.	None Identified	None Identified

C.4.2.45 Reserved

C.4.2.46 Traffic Engineering

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide technical direction for traffic control related issues applicable to the Hanford roads.	The Contractor shall provide technical direction for traffic control applicable to the Hanford roads.	None Identified	None Identified

C.4.2.47 Traffic Manager

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Serve as the Site Traffic Manager by coordinating on-site and off site shipments, including hazardous materials. Serve as the Agent for the Government as 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 subcontractors under this Contract. Manage inbound and outbound freight including, but not limited to, less-than-truckload-lot (LTL), truckload (TL), and Air.	The Contractor shall: <ul style="list-style-type: none"> • Serve as the Traffic Manager by coordinating on-site and off site shipments, including hazardous materials. • Serve as the agent for the Government as 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 subcontractors under this contract. • Manage inbound and outbound freight including, but not limited to, LTL, TL, and Air. 	None Identified	None Identified

C.4.2.48 Transportation and Packaging

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide technical support for the Hanford Site for on-site and off-site transportation and packaging of hazardous materials and hazardous wastes, including those that are classified as radioactive.	The Contractor shall maintain DOE/RL-2001-0036, <i>Hanford Sitewide Transportation Safety Document</i> . This work scope shall be performed in compliance with: <ul style="list-style-type: none"> • DOE/RL-2001-0036, Revision. 1, <i>Hanford Sitewide Transportation Safety Document</i>. 	CD0443 Transportation & Packaging Program Unreviewed Safety Question Determination (USQD) Summary Report Due: Annually	None Identified

C.4.2.49 Tri-Party Agreement/Site Administrative Record/Public Information Repositories

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Establish the Hanford Administrative Record. Obtain, receive and manage the Administrative Record (AR) documents generated as a result of permitting or closure of Hanford TSD or Operable Units or expedited response action (ERA) that are required by the TPA and other legal requirements, such as RCRA, and CERCLA to be maintained in the Hanford Site AR File and Public Information Repositories (PIR). Establish a documented review process for determining documents to be included in the AR. Establish, manage files, retrieve records, and make records available to the public, including maintaining the four PIRs in the Pacific Northwest.	The Contractor shall manage documents that are required by the Tri-Party Agreement (TPA) and other legal requirements. Included at Compliance Level: The Contractor shall develop certification and implementing procedures. RL will be responsible for obtaining final regulatory approval of procedures, if necessary. The Contractor shall manage, and maintain action-specific and site-wide AR files to include making reasonable efforts to obtain documentation. On a quarterly basis, formally transmit a letter to RL to request documents required by		None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>the TPA Action Plan be submitted to the Administrative Record from RL, ORP, EPA, Ecology, and the other Prime contractors.</p> <p>The Contractor shall establish a documented review process for determining documents to be included in the AR.</p>		

C.4.2.50 Utilities Operations and Maintenance – Electrical Utilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for the safe and reliable operation of the Hanford Site electrical transmission and distribution (T&D) system in the 100, 200, 400, and 600 Areas. Interface with the Bonneville Power Administration (BPA) to ensure that electrical power and transmission related needs are met. Use meter reading and BPA cost allocation to determine customer billing.	<p>The Contractor shall operate the Hanford Site electrical T&D system.</p> <p>The Contractor shall collect the necessary electrical load forecast information from all Hanford Site contractors.</p>	<p>CD0125 Hanford Site 10-Year Load Forecast Due: Annually</p>	None Identified
		<p>CD0593 Load Shift Reports to BPA and RL Due: As Required.</p>	None Identified
		<p>CD0594 Breakdown (by contractor) of BPA power and transmission billing. Due: Monthly</p>	None Identified

C.4.2.51 Utilities Operations and Maintenance – Sewer Utilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide for the safe and reliable operation of assigned sanitary sewer systems including Subsurface Absorption Systems (SSAS), temporary holding tanks, distribution piping, and the 400 Area sanitary sewer line that runs to Energy Northwest.	The Contractor shall operate assigned sanitary sewer systems.	<p>CD0126 Inspection Record Reports (Sewer System O&M Activities to DOH) Due: Annually</p>	None Identified

C.4.2.52 Utilities Operations and Maintenance – Water Compliance and Sampling

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain a drinking water program that includes source, production, distribution, monitoring, and cross-connection control programs in accordance with federal drinking water laws and the Site applicable WAC.	The Contractor shall maintain a drinking water program for the Hanford Site.	<p>CD0286 Lead and Copper Monitoring Report Due: Tri-Yearly</p>	None Identified
		<p>CD0300 200E, 200W, 400 Area Drinking Water Report Due: Monthly</p>	None Identified

C.4.2.53 Utilities Operations and Maintenance – Water Utilities

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Provide for the safe and reliable operation and maintenance of the 100 Area Export Water System, 200, 400 (inside the Property Protected Area only), and 600 Area water treatment and distribution systems and facilities on the Hanford site.</p> <p>A 30 inch concrete line supplying the 100 F</p>	The Contractor shall operate and maintain water treatment and distribution systems and facilities on the Hanford site.	<p>CD0130 Water Facility Inventory Report Forms Due: Annually</p>	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>and 100 H Areas is excluded from the scope of this contract. In addition, all distribution piping connected to the concrete main water lines (export water system) supplying the 100 F, 100 H, 100 D, 100 N, and 100 B Areas are excluded from the scope of this Contract.</p>			

C.5 Other Work Scope

This Contract includes work scope not solely associated with site cleanup, waste and SNF management operations, or site services and is necessary for the successful accomplishment of the Contract. The work scope includes Environment, Safety, Health and Quality Assurance (ESH&Q) support; Emergency Management and Preparedness for Contract activities and assigned facilities; Contractor Project Management activities and products; and support provided directly to RL and request-for-service activities.

C.5.1 Environment, Safety, Health and Quality Assurance (ESH&Q)

C.5.1.1 Environmental Protection

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide an environmental compliance program that includes preparation/coordination of regulatory required site-wide environmental reports, permits, permit applications; addressing/tracking of regulator issues; performance of near-field monitoring; and providing technical support for TPA compliance and regulatory analysis. Ensure compliance with applicable environmental laws and regulations.	The Contractor shall manage assigned facilities and operable units to assure compliance with environmental permits, requirements, and agreements.	CD0155 Annual BCAA Asbestos Notification of Intent Due: Annually	None Identified
	The Contractor shall provide legally and regulatory required environmental monitoring of near facility, air, and liquid effluents.	CD0139 Annual Environmental Release Report Due: Annually	None Identified
	The Contractor shall collect, compile, and integrate environmental monitoring data from operations and activities under its control and from other Hanford Site Contractors. This data will be used in preparation of mandatory state and Federal environmental reports for the Hanford Site.	CD0153 Annual Noncompliance Report Due: Annually	None Identified
		CD0150 Annual Nonradioactive Airborne Emissions Reports Due: Annually	None Identified
	The Contractor shall provide technical support to manage the TPA.	CD0164 Annual Radionuclide Air Emissions Report Due: Annually	None Identified
	The Contractor shall evaluate the impacts of new environmental laws and regulations and provide an assessment of the cost of implementation.	CD0142 Air Operating Permit (AOP) Annual Compliance Certification Report Due: Annually	None Identified
	The Contractor shall compare the monitoring data with regulatory and/or permit standards and provide reports to the other contractors for their use in assessing compliance with the standards. The data shall also be compiled, collated, and/or consolidated, as necessary, into the mandatory state and Federal environmental reports for the Hanford Site.	CD0159 Class V Underground Injection Control Well Registration Due: As Required	None Identified
	The Contractor shall provide appropriate environmental data for its facilities and operable units to support Hanford Site assessments and preparation for the Hanford Site Environmental Report.	CD0160 Environmental Monitoring Plan (EMP) to PNNL Due: Every Three Years	None Identified
	The Contractor shall prepare, maintain and comply with Hanford site-wide environmental requirements and permits, as directed by RL. This includes required site-wide regulatory analysis associated with the Hanford environmental program.	CD0146 <i>Emergency Planning and Community Right-To-Know Act of 1986 (EPCRA) Section 312 Tier Two Emergency and Hazardous Chemical Inventory Report</i> Due: Annually	None Identified
		CD0158 EPCRA Section 313 TRI Report Due: Annually	None Identified
	The Contractor shall provide technical	CD0151 Hanford AOP Semi-Annual	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	support to manage the Hanford site-wide permits and assist in resolving regulatory agency enforcement actions.	Report Due: Semi-Annually	
		CD0157 Hanford Site Annual Dangerous Waste Reports Due: Annually	None Identified
		CD0141 Hanford Site Annual Polychlorinated Biphenyl (PCB) Document Log Due: Annually	None Identified
		CD0163 Hanford Site Annual PCB Report Due: Annually	None Identified
		CD0288 National Pollutant Discharge Elimination System Discharge Monitoring Report Due: Monthly	None Identified
		CD0154 RCRA Permit Class I Modification Notification Due: Quarterly	None Identified
		CD0148 RCRA Pipe Mapping and Marking Report Due: Annually	None Identified
		CD0143 RCRA Section 3016 Report Due: Biennially	None Identified
		CD0152 Portable and Temporary Radioactive Air Emission Units (PTRAEU) & Heating & Ventilation Units (HVU Annual) Report Due: Annually	None Identified
		CD0147 National Emission Standards for Hazardous Air Pollutants (NESHAP) Status Report Due: Quarterly	None Identified
		CD0161 Underground Storage Tank Master License Renewal Application Due: Annually	None Identified
		CD0595 Class V Underground Injection Control Wells Updates to Ecology Due: Annually	None Identified
		CD0596 Class V Underground Injection Control Wells Decommissioning Notification to Ecology Due: As Required	None Identified

C.5.1.2 Integrated Safety Management (ISM) System

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain a single project wide ISM system.		CD0132 Performance Objectives, Measures, and Commitments Report Due: Annually	GF0089 Approve updates to the Annual Performance Objectives, Measures, and Commitments Report within 30 days of submittal

C.5.1.3 Nuclear Safety

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain a Nuclear Safety Program that includes criticality safety and nuclear facility safety.	The Contractor shall perform readiness determinations for restart of nuclear activities and for start-up of new nuclear activities to demonstrate readiness to safely start the activity.	CD0137 Project Hanford – FY200X Criticality Safety Self Assessment Report Due: Annually	None Identified
	The Contractor shall provide support to the RL liaisons to the DNFSB.	CD0293 Quarterly Update of the Startup Notification Report for Fluor Hanford Managed Facilities Due: Quarterly	GF0117 Approve quarterly updates of the Startup Notification Report within 30 days of submittal
	The Contractor shall provide support to RL for the <i>Price-Anderson Amendment Act of 1988</i> (PAAA) Enforcement Program.	CD0182 Unreviewed Safety Question Summary Report for each FH managed category 1,2, and 3 nuclear facilities Due: Annually	None Identified
		CD0597 Updated Documented Safety Analysis for each Contractor managed Category 1, 2, and 3 nuclear facility. Due: Annually	GF0147 See Section C.1.6

C.5.1.4 Occupational Safety & Health

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Develop, implement, and maintain a worker safety and health program that complies with 10 CFR 851.	The Contractor shall meet applicable occupational safety and health requirements for site-related operations and conditions.	CD0598 Fluor Hanford 10 CFR 851 Worker Safety and Health Program Document Due: February 26, 2007	GF0148 Provide written response back to FH for variances to 10 CFR 851 within 30 days from submittal.
	The Contractor shall provide management of chemicals in accordance with DOE Orders and directives.	CD0599 List of closure facility hazards and established controls within 90 days of hazard identification starting May 25, 2007	GF0149 Provide acceptance of hazard controls or direct additional actions within 90 days of receipt of the FH list(s).
	The Contractor shall interface with the Site Occupational Medical contractor for occupational health services as described in Fluor Hanford 10 CFR 851, <i>Worker Safety and Health Program Document</i> .		GF0150 A notice or letter identifying who is (are) responsible to be the Authority Having Jurisdiction (AHJ) as defined in NEC, and referenced in the Federal Register Volume 71, Number 27, page 6912, paragraph 2, and implemented through 10CFR851 Appendix A Item 10.
	The Contract shall submit Variances as required in accordance with 10 CFR 851 Subpart D Variances Sections 851.30 and 851.31		
	The Contractor shall meet the requirements of FH 10 CFR 851, <i>Worker Safety, and Health Program Document</i> for site related operations and conditions effective May 25, 2007.		
	The Contractor shall maintain the Hanford		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>Workplace Electrical Safety Board and Codes Board, to serve as a recommending body for Electrical Interpretations and request for exemptions, equivalencies and retroactivity interpretations, as allowed for in the National Electrical Code.</p> <p>The Contractor shall be a member of a committee established under 10 CFR 851 to address multi-contractor site safety issues as referenced in 10 CFR 851.11 (a) (2i) and (2ii).</p>		Due: January 15, 2007

C.5.1.5 Quality Assurance

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain and implement a Quality Assurance Program.	<p>This work scope shall be done in compliance with:</p> <ul style="list-style-type: none"> • CRD O 414.1C, <i>Quality Assurance</i> • 10 CFR 830, Subpart A, <i>Quality Assurance Requirements</i> 	<p>CD0136 Update to the approved Quality Assurance Program Description (QAPD) Due: Annually</p>	<p>GF0090 Approve updates to the Quality Assurance Program Description within 30 days of submittal</p>

C.5.1.6 Radiation Protection

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain an environmental and occupational radiation protection program.		<p>CD0138 Updated Radiation Protection Program Plan Due: Tri-Annually</p>	None Identified

C.5.2 Emergency Management/Preparedness

C.5.2.1 Emergency Management/Preparedness

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide an emergency response capability for assigned facilities that implements the <i>Hanford Emergency Management Plan</i> , DOE/RL-94-02.		None Identified	None Identified

C.5.3 Management Products and Controls

This Section describes the management products and controls required during the Contract period.

C.5.3.1 Accounting System

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain a Contractor accounting system.	The Contractor's accounting system must have the electronic capability to generate and transmit by acceptable mode, the periodic detailed accounting information, at a minimum monthly and at year-end, to the DOE's Primary Accounting System for	<p>CD0267 Estimated Property Valuation Due: Annually</p>	None Identified
		<p>CD0270 Conference Management Report</p>	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>reporting financial activity under this contract in accordance with DOE requirements and the DOE Accounting Handbook, except for Chapters 3, 5, 8, 14, 16, 18, 19, and 20.</p> <p>NOTE: RL has modified, with DOE Headquarters knowledge and approval, the instructions in Accounting Handbook Chapter 21, "Financial Closeout." These guidelines are followed, except that the final audit is not completed by DOE; rather it is completed by the Defense Contract Audit Agency. Consistent with Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulations (DEAR) requirements, the final audit and contractor certifications are received and the Contracting Officer prepares a final contract modification and closing documentation. RL Finance retires records according to RL guidelines for that contract.</p> <p>The Contractor shall maintain and administer a financial management system as described in the Contractor Management Plan that</p> <ol style="list-style-type: none"> (1) is suitable to provide proper accounting in accordance with Generally Accepted Accounting Principles, and Cost Accounting Standards, except as modified by DOE requirements; (2) supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as Budget and Reporting Numbers (B&R), Project Baseline Summary (PBS), and local projects/tasks; (3) maintains proper funding authorization including when Approved Funding Program changes between PBS's or changes between Operating, Capital Equipment, or General Plant Projects within a PBS are required; (4) notifies DOE as soon as possible when potential reprogrammings are anticipated or required; (5) integrates and reports the financial information for subcontractors; and (6) provides all other necessary financial reports, which shall include accumulating and reporting indirect and support costs by function. <p>The Contractor shall continue to operate the classified Departmental Inventory Management System (DIMS), which reports the financial aspects of special nuclear material inventory changes and status.</p> <p>The Contractor shall report cost information for all contract funds, including work for others. (FY04 to FY08)</p> <p>The financial management systems of Assigned Personnel employers shall have the same level of detail required of the Contractor and be consistent with the requirements of this clause.</p>	<p>Due: Quarterly</p> <p>CD0405 Planned Conference Activity January – March Due: Annually</p> <p>CD0179 Contract Funds Status Report Due: Monthly</p> <p>CD0271 Depreciation Charges Due: Monthly</p> <p>CD0181 Disclosure Statement Due: As Required</p> <p>CD0273 Erroneous Payment Report Due: Quarterly</p> <p>CD0173 Financial Information System (FIS) Management & Reporting System (MARS) Due: Month-End Deadlines</p> <p>CD0278 Fiscal Year 200X Workman's Compensation with Rate of 2% Due: As Required</p> <p>CD0279 Fiscal Year 200X Year-End Requirements and FY200X Planning Requirements Due: Annually</p> <p>CD0277 Fiscal Year 200X Travel Target Report [include FY200X Travel Target for following year in 4th Quarter Report] Due: Quarterly</p> <p>CD0281 Fluor Hanford, Inc., Cost Submittal FHXXXX Due: Monthly</p> <p>CD0282 Functional Support Cost Reporting (FSCR) for FY200X Due: Annually</p> <p>CD0414 Supplemental Compensation Report Due: Annually</p>	<p>None Identified</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	The use of overtime is authorized under this Contract if the overtime premium cost does not exceed 12% of total payroll.		

C.5.3.2 Baseline

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Maintain an integrated, traceable scope, schedule, and cost contract baseline and life-cycle baseline for selected PBSs as directed by the Contracting Officer, in accordance with CRD O 413.3, Chg 1, <i>Project Management for the Acquisition of Capital Assets</i> .	<p>The Contractor shall develop an integrated scope, schedule, and cost baseline at a minimum of 50% confidence level (unless a lower level of confidence is agreed to between the Contractor and DOE) and maintain the integrated Project Baseline for the period of Contract performance.</p> <p>The Contractor shall not be required to update the life-cycle baseline more than once per year.</p> <p>The Contractor shall maintain the life-cycle baseline containing scope, schedule, and cost information to support development and maintenance of an integrated RL baseline and support the Federal annual budget, planning, and execution processes.</p> <p>The Contractor shall maintain vertical and horizontal traceability between technical, schedule and cost at all levels of the WBS structure.</p> <p>The baseline shall contain the following elements:</p> <ol style="list-style-type: none"> 1. General <ol style="list-style-type: none"> a. An electronic baseline available in HANDI 2. Technical Baseline <ol style="list-style-type: none"> a. WBS Hierarchy b. PBS Mission Objectives c. WBS Dictionaries d. Waste and Material Forecasts e. Functions and Requirements by PBS f. Gold Metrics by PBS g. RAM Tables for Waste Sites and Facilities 3. Schedule Baseline <ol style="list-style-type: none"> a. Critical Path schedules by PBS b. Milestone Listing that includes TPA and other Regulatory milestones 4. Cost Baseline <ol style="list-style-type: none"> a. Cost Profiles by PBS <p>The Project Baseline shall:</p> <ol style="list-style-type: none"> 1. Provide basis of cost estimate information 30 days after baseline update. 2. Integrate and be consistent with the risk management approach. <p>Contract period (FY04 to FY08) planning shall be based on the scope requirements, interfaces, endpoints, and funding provided in this Contract.</p> <p>Contract period (FY04 to FY08) planning shall be maintained through rigorous change</p>	<p>CD0284 GFS/I Report Due: Quarterly</p>	None Identified
		<p>CD0167 Integrated Project Baseline(s) Due: As Requested</p>	<p>GF0093 Formal direction to update the life cycle baseline 60 days prior to need</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>control.</p> <p>The Contractor shall maintain the Hanford Site Technical baseline data (now in the Hanford Site Technical Database) for all Hanford Site cleanup work.</p> <p>The Contractor shall incorporate all GFS/Is that are critical path to achieving performance incentives into baseline schedules.</p> <p>The Contractor shall provide support to RL for the occasional budgetary ("what if") exercises. Budgetary exercises include, but not limited to:</p> <ul style="list-style-type: none"> • PBS changes and scope transfers • Funding level changes • Mission objective changes • Schedule changes <p>The Contractor shall provide support and documentation required for the DOE Critical Decision process in accordance with CRD O 413.3, Chg 1, <i>Project Management for the Acquisition of Capital Assets</i>.</p> <p>The Contractor shall prepare Contractor Project Execution Plans (PEP), or Project Management Plans (PMP), in accordance with the requirements of DOE O 413.3, Chg 1, <i>Project Management for the Acquisition of Capital Assets</i>. The Contractor shall perform all responsibilities assigned to the Contractor in the PEPs/PMPs, and develop a graded approach to implement DOE Order requirements.</p> <p>The Contractor shall support DOE Unicall requests at a level consistent with budget submittals.</p>		

C.5.3.3 Change Control

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Maintain baseline configuration control using disciplined change control.</p>	<p>The Contractor shall implement and provide all necessary support to the integrated project baseline change control system. The Project Baseline shall be used as the reference for all baseline changes.</p> <p>Baseline changes that result in one or more of the following must be submitted for disposition:</p> <ol style="list-style-type: none"> 1) Changes to the contract statement of work; 2) Changes to performance incentive objectives, definitions, or completion criteria; 3) Changes to end-state definitions; 4) Changes to contract funding levels; 5) Changes to annual gold metrics; 6) Changes which result in impacts to other site contractors; 7) Changes that increase the execution year PBS funding; and 	<p>CD0168 Baseline Change Requests Due: As Required</p> <p>None Identified</p>	<p>None Identified</p> <p>GF0095 Formal direction for any change to contract statement of work; performance incentive objectives, definitions, or completion criteria; end-state definitions; contract funding levels; or gold chart metrics.</p>

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	8) Changes to any PBS total life-cycle cost. The Contractor may implement baseline changes that are directed and funded by RL or are self-funded by FH. These BCRs will be provided to RL for information and review. Any changes resulting from RL's review will be incorporated in subsequent BCRs.		

C.5.3.4 Contract Reporting

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>Report performance for the technical work scope, schedule, and cost profile defined in the Contract Baseline. Provide contract reports to RL, as listed in deliverables for Sections C.2 through C.5.</p> <p>The Contractor shall provide DOE with the necessary project performance information to support budget planning, execution, and reporting; project planning and execution; audit and evaluation; and other DOE performance assessment and information needs.</p>	<p>Each month, the Contractor shall prepare and transmit to DOE the Project Hanford Management Contract Performance Report at the PBS level or higher. This report shall include the FH information to support the DOE Environmental Management Performance Report.</p> <p>The Contractor shall conduct contract status meetings each quarter to include the Gold Metrics, issues, and overall cost and schedule performance at the PBS level or higher.</p> <p>The Contractor shall submit Monthly PBS Project Performance Reports for DOE review that contain the following minimum information for the current month, current quarter, and cumulative-to-date:</p> <ol style="list-style-type: none"> 1. Evaluation of safety performance (including safety metrics and all recordable injuries, lost-time injuries, and near-misses). 2. Evaluation of performance (including identification of performance trends, required corrective actions, and corrective action status). 3. Project Risk Management Summary. 4. Evaluation of project scope baseline accomplishments, significant accomplishments, regulatory commitments, and DOE/Congressional commitment metrics. 5. Evaluation of project schedule baseline performance, variances, and critical path. 6. Evaluation of project cost baseline performance and variances. 7. Estimates-to-complete and estimates-at-completion (for the fiscal year). 8. Analysis of funds expenditure,. 9. 90-day look-ahead forecast for major activities, milestones, and GFS/I needs <p>The Contractor shall submit to DOE the accident reports provided for by Revised Code of Washington (RCW) Title 51, Section 51.28.010 (as required) .</p>	CD0268 Wage Increase Expenditure Report, DOE-F-3220.8 and Recruitment and Retention Report Due: Annually	None Identified
		CD0309 Annual Report on Contractor Workforce Restructuring Due: Annually	None Identified
		None Identified	GF0096 Formal direction for any change to IPABS-IS or PARS format or content 60 days prior to need
		CD0290 Procurement Balanced Scorecard Due: Annually	None Identified
		CD0187 Compensation Increase Plan Due: Annually	None Identified
		CD0183 Diversity Plan Update Due: Annually	None Identified
		CD0272 Equal Employment Opportunity (EEO)1 Report – Required by and sent to the U.S. Department of Labor Due: Annually	None Identified
		CD0283 FY200X Annual Audit Activities Report Due: Every January	None Identified
		CD0310 FY 200X Internal Audit Annual Plan Due: June 200X	None Identified
		CD0285 Internal Audit Quarterly Status Report Due: 20 Days After FY Quarter End	None Identified
		CD0311 Internal Audit Reports Due: As Completed.	None Identified
		CD0184 Minority and Female Personnel Inventory and	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>Conduct a review, at least yearly, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.</p> <p>The Contractor shall support and attend periodic RL/Contractor Performance Management Meetings.</p> <p>The Contractor shall report subcontracting activity in accordance with the agreed subcontracting plan, as required in FAR 52.219-9 using the SBA ESRS System.</p> <p>The Contractor shall report all environmental, safety, and health events and information as required in CRD M 231.1-1A, <i>Environment, Safety, and Health Reporting</i>; DOE O 450.1, <i>Environmental Protection Program</i>; and DOE O 5400.5, <i>Radiation Protection of the Public and the Environment</i>. The Contractor shall flow down the applicable reporting requirements to all levels of self-performed work and all tiers of subcontracted work performance. The Contractor shall consolidate all information and serve as a single point of reporting to DOE for all environmental, safety, and health events and information.</p> <p>The Contractor shall provide all required support for the preparation of annual and/or periodic consolidated Hanford Site reports for all Contract activities, including summaries of work performed, monitoring and assessment, compliance status, identification and resolution of problems, and other related activities.</p>	Evaluation for Promotional Opportunities Report Due: Annually	
		CD0188 Recruitment and Retention Pool Amount Update Due: Annually	None Identified
		CD0295 Report of Compensation (Forms DOE-F-3230.6a and DOE-F-3230.6b) Due: Annually	None Identified
		CD0193 Small Business Subcontracting Plan Due: Annually	None Identified
		CD0169 Project Hanford Management Contract Performance Report Due: Monthly	None Identified
		CD0178 Fiscal Year (FY) 200X Contractor Assurance on the Adequacy of the Internal Management Control Program Due: Annually every August	None Identified
		CD0186 Salary Guidelines Due: Annually	None Identified
		CD0410 Annual Experience Report of Claims for Automobile and Commercial General Liability Due: Annually	None Identified
		CD0298 VETS-100 Report – Required by and sent to the U.S. Department of Labor Due: Annually	None Identified
		CD0600 Contractor Employment and Separation Data Due: Annually	None Identified
		CD0601 Davis-Bacon Semi-Annual Enforcement Report Due: Semi-Annually by the 1 st Friday of April and October	None Identified
		CD0602 Updated Labor Relations Module in the Work Force Information System Due: Annually by January 15 th	None Identified

C.5.3.5 Interface Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Work with DOE-RL, DOE-ORP, and other site contractors to establish and maintain	Interface control documentation shall clearly define the roles and responsibilities of the	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
interface documentation that defines the various interfaces and associated agreements.	various parties (DOE and Contractor) with respect to the interface. The Contractor shall comply with established interface agreements and manage changes to interface documents using an approved change control process.		

C.5.3.6 Project Controls and Estimating Systems (PCES)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Implement, maintain and use project controls systems and work processes that support successful execution and completion of the contract work scope.	The PCES shall follow the guidelines of ANSI EIA-748-A-1998, <i>Earned Value Management Systems</i> , and this Contract.	None Identified	None Identified

C.5.4 Legal Services and Litigation Management

C.5.4.1 Legal Services and Litigation Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide legal services to Contractor staff and managers; control the risk of litigation in operation of this Contract; and administer the Contractor Legal and Ethical Conduct Program.	Legal Services shall be provided to staff and managers to enable them to make informed decisions and to operate within the applicable laws and regulations. Litigation Services for the Contractor shall be provided in cases of actual or threatened litigation, regulatory matters, or third-party claims in accordance with the Legal Resources Management Plan.	CD0194 Legal Resources Management Plan update Due: As Necessary	GF0098 Identify deficiencies in the Legal Resources Management Plan within 30 days of submittal.
	The Contractor shall submit the Legal Resources Management Plan updates and an Annual Lessons Learned Report to DOE for review, as necessary. The Contractor shall manage litigation actions, and provide RL Law Report updates and an annual budget submission in accordance with the Legal Resources Management Plan. The Contractor shall submit Subject Inventions/Patents Reports as necessary.	CD0603 Subject Inventions/Patents Reports Due: As Necessary	GF0099 State objections to staffing and resource plan within 30 days of submittal.
			None Identified

C.5.5 Science and Technology Planning and Integration Management

C.5.5.1 Science and Technology

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Plan and integrate the application of science and technology directly into projects and services to reduce schedule, cost and risk.	The Contractor shall track demonstrations and deployments of new or innovative technologies. The Contractor shall communicate and cooperate with DOE National Office of Science and Technology Program (e.g., RL, DOE Headquarters, Hanford Site contractors,	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	National Laboratories) and build partnership with the science and technology community.		

C.5.6 Training

C.5.6.1 Training Program

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Develop, implement and manage a training program that maintains a qualified workforce in sufficient numbers and skill levels to meet the Hanford Site requirements.		None Identified	None Identified

C.5.7 HAMMER (Hazardous Materials Management and Emergency Response)

C.5.7.1 HAMMER

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage, operate and maintain the Volpentest HAMMER Training and Education Center to provide training and education programs for hazardous material, waste management, and emergency response to Hanford workers (as a first priority) and for workers nationwide. Continue partnerships with HAMMER stakeholders.	<p>The Contractor shall manage, operate and maintain the Law Enforcement and Security Training Center (LESTC) (as an integral part of HAMMER) in such a manner that the Hanford Site's protective force, Hanford Patrol, has first priority in the use of the facilities/ranges to meet mandated training.</p> <p>The Contractor shall coordinate and schedule off-site law enforcement and private security entities to utilize excess capacity of the LESTC.</p>	None Identified	None Identified

C.5.8 Architect Engineer/Construction Management

C.5.8.1 Architect Engineering and Construction Services

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide Architect Engineering and Construction Management services necessary to accomplish the contract scope of work.		None Identified	None Identified

C.5.9 Direct Support to DOE/RL (U.S. Department of Energy, Richland Office)

C.5.9.1 Communications and Media Support

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide a wide range of communications support to include, but not be limited to, media relations, printed materials, electronic products (including audio, video and CD productions), the Hanford website, Tribal Government participation, public participation and outreach, tours, employee communications, and emergency	<p>Press releases and media briefings shall be coordinated with RL and be factual, proactive, and incorporate the Hanford key messages and cleanup outcomes.</p> <p>Publications and websites shall be developed in consultation with RL and shall be identified as a Hanford Site product.</p>	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
preparedness planning and execution.	<p>All communications activities shall comply with the DOE Openness Policy, DOE American Indian and Alaska Native Tribal Government Policy, and the Hanford Site TPA Public Involvement Community Relations Plan.</p> <p>The Contractor shall ensure that interactions with Tribal Nations are consistent with the principles of the DOE American Indian and Alaska Native Tribal Government Policy and are open, up-front, and coordinated with the RL Indian Nations Program manager.</p> <p>The Contractor shall coordinate communications with the staff on interactions with Congressional, state, local government, and elected officials regarding its Contract scope.</p> <p>The Contractor shall provide a timely, accurate, thorough and detailed response to information requested by DOE to comply with <i>Freedom of Information Act</i> and <i>Privacy Act</i> requirements.</p> <p>The Contractor shall provide support for emergency communications activities, including ensuring well-trained communications staff is available for the Joint Information Center (JIC) or Emergency Operations Center (EOC) in the event of an extended emergency.</p> <p>The Contractor shall support tours of the site, DOE sponsored tours and up to 18 (2 to 3 hours) public tours. Transportation, tour guides, and food/beverages will be provided as appropriate to support DOE. DOE will continue to provide personnel to support public tours. Additional public tours would require an RFS.</p> <p>The Contractor shall assist RL in preparations for the Congressional Cleanup Caucus.</p> <p>The Contractor shall provide strategic communication products, as requested, up to one half FTE annually.</p>		

C.5.9.2 Direct RL Support

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
The Contractor shall provide support to RL on specific activities.	<p>The Contractor shall provide Litigation Services support to RL in cases of actual or threatened litigation, regulatory matters, or third-party claims in accordance with the DOE Office of General Counsel, Legal Services and Litigation Management Policies and Procedures, as requested by the Contracting Officer.</p> <p>Assist RL in preparing regulatory documents to meet state and Federal regulations.</p> <p>The Contractor shall support DOE in the coordination, presentation, and integration of PHMC activities as they relate to Hanford</p>	None Identified	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	Site initiatives and other DOE prime contractors, regulators, advisory boards, tribal governments, and/or stakeholders (up to ½ FTE annually).		

C.5.9.3 Emergency Preparedness (EP)

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide support to RL on specific activities. Provide operational, technical and administrative emergency management services. Coordinate with DOE EP and DOE Office of Communications (includes ORP) staff in supporting the Hanford EOC; maintain and operate the JIC and Occurrence Notification Center (ONC); and manage the Transportation and Radiological Emergency Preparedness Programs. In support of the DOE EP Program, integrate Hanford's Site-wide EP Program, including maintenance of the Hanford Emergency Management Plan and implementing procedures, managing the Hanford Site Emergency Exercise Program, maintaining the Site Emergency response organization and facilities, maintaining the Hanford Site Emergency Alerting System, training site emergency response members, assisting RL in program management, assisting in the off site interface program, and provide support in managing the emergency public information program.	<p>The Contractor shall assist DOE with EP program management.</p> <p>The Contractor shall assist DOE with integration of Hanford's Sitewide EP Program.</p> <p>The Contractor shall maintain Hanford's Emergency Management Plan and implementing procedures.</p> <p>The Contractor shall assist DOE in managing Hanford's Site Emergency Exercise Program.</p> <p>The Contractor shall maintain 24 hour capability of the Hanford EOC, JIC, and ONC.</p> <p>The Contractor shall maintain the capability of the Hanford Site Emergency Alerting System.</p> <p>The Contractor shall train the Site emergency response members.</p> <p>The Contractor shall assist DOE in managing the off-site interface program.</p> <p>The Contractor shall assist DOE in managing emergency public information.</p> <p>The Contractor shall assist DOE in managing the Transportation Emergency Preparedness Program.</p> <p>The Contractor shall provide required information for the DOE Emergency Readiness Assurance Plan/Report (ERAP)</p> <p>The Contractor shall support DOE preparation of the annual Emergency Preparedness Field Exercise and quarterly limited exercise Evaluation Reports</p> <p>The Contractor shall support DOE preparation of the evaluation reports for declared emergencies.</p> <p>The Contractor shall provide Quarterly FH Emergency Management Metrics Data</p>	None Identified	None Identified

C.5.9.4 Energy Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage the Contractor's facilities and activities in an energy efficient manner and in accordance with the Contractor's Energy	The Contractor shall complete an annual Energy Management Report (consistent with guidance from the DOE Federal Energy	CD0211 Energy Conservation Analysis Report for New	GF0151 DOE guidance must be provided to the Site

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Management Plan, and support RL in gathering Hanford Site energy resource cost and consumption data. Exclusion: This excludes energy management and water usage data for Office of Science facilities.	Management Program) and submit the Report to RL. The Contractor shall collect the required energy resource (e.g., electrical, natural gas, fuel oil, etc.) cost and consumption data and input the data no later than 40 days after the end of each fiscal year quarter into the DOE Federal Energy Management Program (FEMP) Energy Management System (EMS) database (i.e., Quarterly Energy Conservation Performance Report); notify RL Energy Manager upon completion of each quarter data entry. The data shall also be included in the Annual Energy Management Report. The Contractor shall collect the required water usage data and include the information in the Annual Energy Management Report. Included at Compliance Level: The Contractor shall utilize the DOE Guidance and Metering Plans to provide electric metering system information, and develop and implement the Hanford Site Electric Metering Plan.	Building or Building Addition Projects Due: As Required	Contractors 60 calendar days prior to the required completion date.
		CD0210 FH Annual Energy Management Report Due: Annually	GF0152 DOE guidance for Annual Energy Management Report must be provided 60 calendar days prior to the required completion date.

C.5.9.5 Geospatial Information Management

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Support RL in disseminating Hanford geographical data.	The Contractor shall operate and maintain a Hanford geospatial clearinghouse web site. The Contractor shall support the Site Spatial Data Council. The Contractor shall serve as the RL point-of-contact and provide geospatial information for off-site requests.	None Identified	None Identified

C.5.9.6 Site-Wide RL Support

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Provide support to RL for site-wide activities: traffic management, operation of the Sample Management Office, and emergency preparedness. (Emergency Preparedness is described above.)	Act as the Traffic Manager by coordinating on-site and off-site shipments and serve as the designated shipping agent for DOE. The Contractor shall operate the Sample Management Office for RL.	None Identified	None Identified

C.5.9.7 TPA Support

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Support RL in the management of the TPA.	Support DOE and Hanford Site Contractor Project staff in TPA negotiations. Develop strategy, process, and procedures for TPA change packages for DOE approval. Assist the responsible project in the development of the change packages and discussions with the lead regulatory agency.	CD0208 Resolution of Disputes Due: As Required	None Identified
		CD0604 TPA milestone status reports and statistics Due: Monthly	None Identified

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
	<p>Support the TPA dispute resolution process. Develop strategy, process and procedures for the TPA dispute resolution process for DOE approval. Assist RL and the responsible Hanford Site contractor Project Offices in the development of the Statement of Dispute to ensure TPA and other regulatory requirements are not impacted by the proposed resolution contained in the Statement of Dispute.</p> <p>Included at Compliance Level:</p> <p>Incorporation in the Hanford TPA Handbook of strategy, process, and procedures for the TPA dispute resolution process.</p> <p>Incorporation in the Hanford TPA Handbook of strategy, process and procedures for the TPA change packages.</p>		

C.5.10 Request for Services Support

C.5.10.1 Request for Services Support

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
Manage and administer the Request for Services (RFS) and Work for Others program.	<p>Develop a Statement of Work with an associated cost estimate, when requested by RL.</p> <p>Review request for resource availability and impact to on-going work and transmit package to RL for approval.</p>	<p>CD0214 RL approval request and RFS package Due: As Required</p>	None Identified

C.5.11 Mutual Aid Agreements

The Contractor shall make certain personnel available on a non-mission interference basis in response to requests for aid and assistance from those entities outside of the Hanford Site with which DOE has signed Mutual Aid Agreements (MAAs). Services for aid and assistance include, but are not limited to, fire protection/suppression, emergency medical services, and police assistance. Contract Section J, Appendix C contains the current list of MAAs.

When such request for aid and assistance impacts the Contractor's ability to perform work in support of required deliverables/completion dates or performance incentives, they may be considered a "change" in accordance with the Clause entitled, "*Changes – Cost Reimbursement*" of the Contract.

C.5.12 Contract Transition

C.5.12.1 Contract Transition

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
DOE and the Contractor recognize that prior to the end of the Contractor's performance	<p>Included at Compliance Level: Note – Requirements/scope (and associated</p>		

SCOPE	REQUIREMENT(S)	DELIVERABLES/ COMPLETIONS	GFS/I
<p>period, a transition period will be necessary to allow a transition to a new Contractor. The Contractor agrees to work with DOE to establish an acceptable transition plan that supports the new Contractor in assuming their Contract responsibilities. DOE agrees that any requirements placed upon the incumbent Contractor to perform any transition activities should not impact funding or the Contractor's ability to earn fee.</p>	<p>cost estimates) for contract transition associated with the Mission Support Contract and end of the Contractor's performance period are not yet defined so transition planning and execution are included at the "Compliance Level."</p> <p>Provide a Mission Support Contract transition plan including schedule and cost estimate. (Associated GFS/I – Provide notification and scope definition 90 days prior to transition plan need date.)</p> <p>Manage the Mission Support Contract transition activities in accordance with the plan and schedule.</p> <p>Provide an end of contract transition plan including schedule and cost estimate. (Associated GFS/I – Provide notification and scope definition 90 days prior to transition plan need date.)</p> <p>Manage the end of contract transition activities in accordance with the plan and schedule.</p>		

C.6 Other Contractors

The Contractor may provide services to, and receive services from, other prime contractors by Memoranda of Agreement (MOA). An MOA is used to establish a solid framework for providing work between prime contractors to clarify the responsibilities and processes, and to create consistency among the parties. The MOA will include standard definitions, work request elements, generalized decision analysis, and a rigorous dispute-resolution process. The use of an MOA, and/or the use of any term contained within, does not create a subcontractor or supplier relationship.

Those services, equipment or supplies that the contractor chooses to use or those DOE directs the contractor to use, shall be costed and reimbursed under the terms of this Contract.

When services between prime contractors are offered and accepted, DOE does not expect the requesting prime contractor to review or otherwise validate top-level crosscutting 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.

However, the contractor requesting services is responsible for oversight of requirements related to the specific work task(s) to ensure that the performing contractor delivers a product or service that will meet the requirements of the requesting contractor. When ordering products or services from a prime contractor source, the requesting contractor can use and rely on existing information from DOE or the performing prime contractor to develop and implement oversight protocols, using a graded approach, that are appropriate to the relevant task. 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. Potential conflicts, questions, and/or issues that may be unclear or otherwise confusing should be discussed and resolved by both parties in advance.

The requesting prime contractor is obligated to provide sufficient specifications, requirements, hazard information and unique quality, technical, safety and environmental requirements for the work to be performed. The performing prime contractor is expected to seek clarification of requirements that conflict with, or are greater than, its own baseline requirements.

The requesting prime contractor shall notify the performing prime contractor of issues regarding the services provided by the performing prime contractor, including issues relative to delivery of specific services or the quality of the specific services provided. The prime contractors should work together to resolve these issues promptly. DOE should be promptly notified if the issue remains unresolved. For outstanding issue resolution, DOE senior management should involve the contractor principals, or designees, to quickly provide resolution.

The performing prime contractor should operate in accordance with the requirements of its prime contract, including but not limited to, requirements associated with environmental compliance, safety, health, and quality, in executing the specific activities identified by the requesting prime contractor as well as meeting any specific requirements identified and required by the requesting prime contractor. If meeting the requested requirements would be inconsistent with the performing prime contractor's contract with DOE, then the conflict should be brought to the attention of DOE and resolution developed prior to performance of the work.

Costs for Packaging/Processing SNF

Costs for the packaging, shipment, and receipt of the SNF to the CSB/ISA is not included in this workscope but is the responsibility of the other contractors who are planning/requesting shipments to the CSB/ISA. Costs for processing any changes beyond the approved operating envelope shall be the responsibility of the requesting contractor. This cost includes, but is not limited to, processing changes to the authorization bases/envelopes, permits.

Also, costs for processing exemptions/exceptions to the SNFAC are the responsibility of the contractor requesting the exemptions/exceptions. This cost includes, but is not limited to, processing changes to the authorization bases/envelopes, permits.

C.6.1 Advanced Technologies and Laboratories International, Inc. (ATL)

Advanced Technologies and Laboratories International, Inc. (ATL), under a separate prime contract to ORP, is responsible for providing analysis of highly radioactive samples in support of PHMC Projects. These services will be performed in the 222-S Laboratory Complex located in the 200 Area of Hanford.

ATL is responsible for the following: receiving samples, which are potentially highly radioactive; preparing samples, which are potentially highly radioactive for analysis; recording and tracking all samples and related waste materials; performing chemical and radionuclide analyses using necessary quality control and quality assurance; reporting the results and archive sample remainders as required by the customer; and providing Standards Laboratory services for the Hanford Site.

C.6.2 AdvanceMed Hanford (AMH)

AdvanceMed Hanford (AMH), under a separate prime contract to RL manages the Site Occupational Medical Contract to provide occupational health services through health risk management and occupational health services to personnel at Hanford. Through these services, AMH strives to maximize the health and safety of Hanford personnel while minimizing personal and occupational health risks. AMH has the lead to coordinate Health Risk Management program teams with the Site in identifying and analyzing the hazards that Hanford personnel face in the work environment and brings an awareness of health and safety issues to DOE, Hanford Site contractors, and others as designated in writing by the Contracting Officer or designee.

AMH provides the following, but is not limited to these types of services: medical monitoring and qualification examinations, including the controlled substances/alcohol testing program (mandatory use); diagnosis and treatment of occupational injury or illness; monitored care; legacy health issues; employee counseling and health promotion; occupational health process improvement; human reliability testing; records management; emergency and disaster preparedness; health care cost management; field/facility visits; case management; records and data extraction; other occupational medical services; reporting; and supporting transition.

C.6.3 Battelle Memorial Institute (BMI)

Battelle Memorial Institute (BMI), under a separate prime contract to DOE, operates the Pacific Northwest National Laboratory (PNNL). PNNL is one of five Office of Science multi-program laboratories that conduct research and development activities. Some of the programs conducted at PNNL are part of the Office of Science laboratory system and require no integration with Hanford's Environmental Management (EM) programs; however, many of the research and technology development programs have direct relevance to the Hanford cleanup mission. As applicable, the Contractor is encouraged to utilize the scientific and technical capabilities available from PNNL and work directly with PNNL to maximize the benefit to Hanford from the National research and development program.

PNNL monitors the Hanford environment to protect the public safety and the Hanford Site ecological and cultural resources. This includes providing real-time localized weather information for routine safety operations and emergency response, performing Hanford Site and off-site environmental monitoring, and determining radiological exposure to the public and the environment.

PNNL provides the following services:

- Calibration of hand-held and small portable radiological instruments
- Coordination and control of all aviation activities on the Hanford Site. Assists in validation of Site compliance with Federal Aviation Administration rules for hazards to aviation
- Meteorological data and forecasting information
- Management of the public reading room of DOE literature
- Services related to the monitoring and assessment of employee exposure to radiation at the Site
- Management of the Technical Library located at the Richland WSU Campus.

C.6.4 Bechtel National, Inc. (BNI)

Bechtel National, Inc. (BNI), under a separate prime contract to ORP, is responsible for designing, constructing, and commissioning the Waste Treatment and Immobilization Plant (WTP). The WTP will treat the tank wastes being managed by CH2M HILL Hanford Group, Inc.

C.6.5 CH2M HILL Hanford Group, Inc. (CH2M HILL)

CH2M HILL Hanford Group (CH2M HILL), under a separate prime contract to ORP, is responsible for managing the Hanford Site Tank Farms. CH2M HILL is responsible for safely managing and retrieving for disposal the radioactive waste stored in 177 underground tanks and related facilities.

CH2M HILL also provides, as a variable service, testing of ventilation and filters, and ventilation balance to maintain established flows and pressures on systems. Specifics include ventilation stack flow testing, fume hood flow testing, high efficiency particulate air (HEPA) filter vacuum testing/certification and HEPA filter efficiency testing.

C.6.6 Confederated Tribes of the Umatilla Indian Reservation (CTUIR)

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR), under a separate Cooperative Agreement with RL, and their subcontractor WillowStick, performs geophysical data collection. The primary objective of the work, WillowStick's AquaTrack Groundwater Mapping investigation, is to identify the preferential groundwater flow paths under the 100-N Areas of the Hanford Site. The final product deliverable will be a plan-view conceptual model of the groundwater preferential flow paths.

C.6.7 Johnson Controls, Inc. (JCI)

Johnson Controls, Incorporated (JCI), under a separate prime contract, is responsible for the Energy Savings Performance Contract, which currently includes steam service to support heating and other operations at the Site and air compressors for twenty 300 Area facilities. JCI can also propose additional energy conservation measures. These may include, but are not limited to, lighting system upgrades; pumping system upgrades; automation; heating, ventilation, and air conditioning upgrade; and addition of utility monitoring and control systems.

C.6.8 Washington Closure Hanford (WCH)

Washington Closure Hanford (WCH), under separate prime contract to RL, is responsible for performing River Corridor (RC) closure activities in four major geographic areas: 100, 300, 400, and 600 Areas. RC closure includes completion of all activities required to: deactivate, decontaminate, decommission, and demolish excess facilities; place former production reactors in an interim safe and stable condition; remediate waste sites and burial grounds; meet regulatory requirements; and transition to long-term stewardship in the 100, 300, 400, and 600 Areas.

RC closure includes the following 11 major activities: 1) Transition, 2) Remediation Design, 3) Regulatory and Supporting Documentation, 4) Deactivate, Decontaminate, Decommission, and Demolish (D4) Facilities, 5) Reactor Interim Safe Storage, 6) Field Remediation, 7) Waste Operations, 8) Operate and Close Utility Systems, 9) Surveillance and Maintenance, 10) Miscellaneous Restoration, and 11) Final Closure and Stewardship.

C.6.9 Vista Engineering Technologies, LLC (Vista Engineering)

Vista Engineering Technologies, LLC, under a separate prime contract with RL, is responsible for carbon tetrachloride source term location in the 200 West Area of the Hanford Site. Vista Engineering will select and deploy innovative, yet reliable, technologies for characterizing and quantifying the remaining carbon tetrachloride as dense nonaqueous phase liquid (DNAPL) in the subsurface. The data obtained from this work will be a major element in the decision matrix for selecting the final remedial solution for carbon tetrachloride contamination at Hanford.

C.7 Abbreviations and Acronyms

ALE	(Fitzner Eberhardt) Arid Lands Ecology (Reserve)
AMH	AdvanceMed Hanford
AOP	Air Operating Permit
AR	Administrative Record
ATL	Advanced Technologies and Laboratories International, Inc.
BCRs	Baseline Change Requests
B&R	Budget and Reporting Numbers
BNI	Bechtel National, Inc.
BMI	Battelle Memorial Institute
BPA	Bonneville Power Administration
CAS	Condition Assessment Survey
CCRC	Centralized Consolidated Recycling Center
CDI	Canyon Disposition Initiative
CERCLA	<i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980</i>
CFR	Code of Federal Regulations
CH2M HILL	CH2M HILL Hanford Group, Inc.
CH-TRU	Contact Handled-Transuranic Waste
CH-TRUM	Contact Handled-Transuranic Mixed Waste
CPOF	Conditional Payment of Fee
CRD	Contractor Requirements Document
CSB	Canister Storage Building
CTUIR	Confederated Tribes of the Umatilla Indian Reservation
CVDF	Cold Vacuum Drying Facility
CVP	Cleanup Verification Package
CY	Calendar Year
CWC	Central Waste Complex
D4	Deactivation, Decontamination, Decommissioning, and Demolishing
D&D	Decontamination and Decommissioning
DEAR	Department of Energy Acquisition Regulations
DNAPL	Dense Nonaqueous Phase Liquid
DNFSB	Defense Nuclear Facilities Safety Board
DOD	U.S. Department of Defense
DQO	Data Quality Objective

DOE	U.S. Department of Energy
DOECAP	U.S. Department of Energy Consolidated Audit Program
DSA	Documented Safety Analysis
EDA	Economic Development Administration
EE/CA	Engineering Evaluation/Cost Analysis
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EM	U.S. Department of Energy, Office of Environmental Management
EMP	Environmental Monitoring Plan
EMS	Energy Management System
EOC	Emergency Operations Center
EP	Emergency Preparedness
EPCRA	<i>Emergency Planning and Community Right-to-Know Act of 1986</i>
ERDF	Environmental Restoration Disposal Facility
ESH&Q	Environment, Safety, Health & Quality Assurance
ETF	Effluent Treatment Facility
ERA	Expedited Response Action
FAR	Federal Acquisition Regulations
FAST	Federal Automotive Statistical Tool
FEMP	Federal Energy Management Program
FFTF	Fast Flux Test Facility
FIMS	Facility Information Management System
FSAR	Final Safety Analysis Report
FTE	Full-time Equivalent
FY	Fiscal Year
GFS/I	Government-Furnished Services or Information
GSA	General Services Administration
HAMMER	Hazardous Materials Management and Emergency Response Training and Education Center
HASQARD	Hanford Analytical Services Quality Assurance Requirements Document
HEIS	Hanford Environmental Information System
HISI	Hanford Information System Inventory
HLAN	Hanford Local Area Network
HLV	High-Level Vault
HLW	High-Level Waste
HRR	High-Resolution Resistivity
IAEA	International Atomic Energy Agency

IHLW	Immobilized High-Level Waste
INL	Idaho National Laboratory
IRC	Internal Revenue Code
ISA	Interim Storage Area
ISC	Interim Storage Cask
ISM	Integrated Safety Management
JCP	Joint Committee on Printing
JIC	Joint Information Center
JCI	Johnson Controls, Inc.
KE	100 K East
KW	100 K West
LAMPRE	Los Alamos Molten Plutonium Reactor Experiment
LERF	Liquid Effluent Retention Facility
LESTC	Law Enforcement and Security Training Center
LLBG	Low-Level Waste Burial Grounds
LLNL	Lawrence Livermore National Laboratory
LLV	Low-Level Vault
LLW	Low-Level Waste
LTL	Less-than-truckload-lot
LTS	Long-Term Stewardship
LWR	Light-Water Reactor
M&TE	Measuring and Test Equipment
MAA	Material Access Area
MARS	Management & Reporting System
MBA	Material Balance Area
MCL	Maximum Contamination Level
MCO	Multi-Canister Overpack
MGR	Monitored Geologic Repository
MLLW	Mixed Low-Level Waste
MOA	Memorandum of Agreement
MSIN	Mail Stop Identification Number
MWDT	Mixed Waste Disposal Trenches
NDE/NDA	Nondestructive Examination/Nondestructive Analysis
NEPA	<i>National Environmental Policy Act of 1969</i>
NF	Nuclear Fuel
NHPA	<i>National Historic Preservation Act of 1966</i>

NM	Nuclear material
NMMSS	Nuclear Materials Management and Safeguards System
NPDES	National Pollution Discharge Elimination System
NOC	Network Operations Center
NOC	Notice of Construction
NPL	National Priorities List
NTIA	National Telecommunications and Information Administration
OMB	U.S. Office of Management and Budget
ORP	U.S. Department of Energy, Office of River Protection
ORR	Operational Readiness Review
OSHA	U.S. Occupational Safety and Health Administration
OST	Office of Science and Technology
OSTL	Office of Scientific and Technical Information
PAAA	<i>Price Anderson Amendment Act of 1988</i>
PARS	Project Assessment & Reporting System
PBS	Project Baseline Summary
PC	Personal Computer
PCB	Polychlorinated Biphenyl
PCES	Project Controls and Estimating Systems
PCSR+	Personnel Security Clearance Reports Plus
PUREX	Plutonium-Uranium Extraction Facility
PFP	Plutonium Finishing Plant
PHMC	Project Hanford Management Contract
PIR	Public Information Repositories
PNNL	Pacific Northwest National Laboratory
PNSO	U.S. Department of Energy, Pacific Northwest Site Office
PTE	Potential to Emit
QAPD	Quality Assurance Program Description
REDOX	Reduction Oxidation (S Plant) Facility
RC	River Corridor
RCCC	River Corridor Closure Contract
RCRA	<i>Resource Conservation and Recovery Act of 1976</i>
RCW	Revised Code of Washington
RD/RA	Remedial Decision/Remedial Action
REC	Radiochemical Engineering Cells
RES	Refrigerated Equipment Services

RI/FS	Remedial Investigation/Feasibility Study
RFS	Request for Services
RINM	Reactor Irradiated Nuclear Material
RL	U.S. Department of Energy, Richland Operations Office
ROD	Record of Decision
RPP	River Protection Project
RSW	Retrievably stored waste
RTD	Remove, treat and dispose
S&M	Surveillance and Maintenance
SAC	System Assessment Capability
SAFKEG	Safekeg, radioactive materials packaging
SALDS	State Authorized Liquid Discharge System
SAMS	Sunflower Asset Management System
SARP	Safety Analysis Report for Packaging
SAS	Safeguards and Security
SEPA	<i>State Environmental Policy Act of 1971</i>
SNF	Spent Nuclear Fuel
SNFAC	SNF Acceptance Criteria
SNM	Special Nuclear Material
SRS	Savannah River Site
SSAS	Subsurface Absorption Systems
SSF	Sodium Storage Facility
SSSP	Site Safeguards and Security Plan
SST	Single-Shell Tank
STARS	Standard Accounting and Reporting System
SWITS	Solid Waste Information Tracking System
T&D	Transportation and Distribution
TARC	Tri-Cities Asset Reinvestment Company, LLC
TEDF	Treated Effluent Disposal Facility
TID	Tamper Indicating Devices
TL	Truckload
TPA	Tri-Party Agreement, officially known as the <i>Hanford Federal Facility Agreement and Consent Order</i>
TRAMPAC	TRUPACT II Authorized Methods for Payload Control
TRIGA	Training, Research, Isotopes, General Atomics
TRU	Transuranic
TRUM	Transuranic Mixed Waste

TRUPACT	Transuranic Package Transporter
TSR	Technical Safety Requirement
TSD	Treatment, Storage, and Disposal
Vista Engineering	Vista Engineering Technologies, LLC
WAC	Washington Administrative Code
WCH	Washington Closure Hanford
WESF	Waste Encapsulation and Storage Facility
WIPP	Waste Isolation Pilot Plant
WRAP	Waste Receiving and Processing Facility
WSCF	Waste Sampling and Characterization Facility
WTP	Waste Treatment and Immobilization Plant

PART I – THE SCHEDULE

**SECTION D
PACKAGING AND MARKING**

TABLE OF CONTENTS

D.1	PACKAGING.....	1
D.2	MARKING	1
D.3	REPORTS.....	1

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

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

D.2 MARKING

- A. Each package, report or other deliverable shall be accompanied by a letter or other document which:
- (1) Identifies the contract by number under which the item is being delivered
 - (2) Identifies the deliverable item number or report requirement which requires the delivered item(s).
- B. For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in A. above shall be simultaneously provided to the office administering the Contract, as identified in Section G of the Contract.

D.3 REPORTS

Except for those reports required under Section F of this Contract, where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports delivered under this Contract shall not utilize certified or registered mail, or private parcel delivery service without the advance approval of the Contracting Officer.

PART I - THE SCHEDULE

**SECTION E
INSPECTION AND ACCEPTANCE**

TABLE OF CONTENTS

E.1	FAR 52.246-5, INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984).....	1
E.2	INSPECTION	1
E.3	ACCEPTANCE	2
E.4	FAR 52.246-3, INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001).....	2
E.5	GOVERNMENT QUALITY ASSURANCE/EVALUATION PLAN	4

SECTION E INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-5, INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

A. Definitions

“Services,” as used in this Clause, includes services performed, workmanship, and material furnished or used in performing services.

- B. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the Contract requires.
- C. The Government has the right to inspect and test all services called for by the Contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- D. If any of the services performed do not conform with Contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- E. If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

E.2 INSPECTION

Inspection of all products, reports, or services under this Contract shall be accomplished by the DOE Contracting Officer’s Representative (COR) identified by the Contracting Officer as responsible for the product, report, or service being delivered, or any other duly authorized Government representative as designated in writing by the Contracting Officer, in accordance with Section G of this Contract.

E.3 ACCEPTANCE

Acceptance of all work and effort under this contract (including “Reporting Requirements,” if any) shall be accomplished by the Contracting Officer, or any duly designated representative, as designated in writing by the Contracting Officer.

E.4 FAR 52.246-3, INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)

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

“Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at a plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with performing this Contract.

“Supplies” includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the Contract does not include the Warranty of Data clause, data.

- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.
- (f) At any time during Contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under

the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)

- (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may --
 - (i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;
 - (ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or
 - (iii) Terminate the contract for default.
- (2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to --

- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (i) This Clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.
 - (j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this Clause or as may be otherwise provided in the contract.
 - (k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.5 GOVERNMENT QUALITY ASSURANCE/EVALUATION PLAN

At the beginning of each fiscal year, the Contractor and RL will mutually develop an Integrated Evaluation Plan (IEP). The IEP will describe the independent assessments (as required by the DOE Contractor Requirements Document for DOE 414.1C, *Quality Assurance*) and selected management assessments that are planned by the Contractor, and assessments/surveillances of Contractor activities to be conducted by the U.S. Department of Energy Richland Operations Office (RL) and external organizations, such as, DOE-Headquarters, Defense Nuclear Facilities Safety Board, regulatory agencies, etc. To the extent possible, the assessments will be integrated so as to eliminate redundant and/or overlapping assessment activities. The Contractor will maintain the IEP under configuration control and will review and update not more than once per quarter. Development, review and updates to the IEP will be conducted by designated representatives from the Contractor and RL.

PART I - THE SCHEDULE

**SECTION F
DELIVERIES OR PERFORMANCE**

TABLE OF CONTENTS

F.1	PERIOD OF PERFORMANCE	1
F.2	PRINCIPAL PLACE OF PERFORMANCE.....	1
F.3	DELIVERIES	1
F.4	REPORTING REQUIREMENTS	1

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The extended period of performance for the work specified in Section C of this Contract shall commence on October 1, 2006, and continue through September 30, 2008, (but not to exceed September 30, 2008) unless sooner terminated or reduced as provided for in other provisions of this Contract.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal places of performance of work under this Contract shall be the Hanford Site, near Richland, Washington and other facilities as directed by the Contracting Officer.

F.3 DELIVERIES

All products, reports, or services under this Contract shall be delivered to the Contracting Officer at the address in Section G, or any other duly authorized Government representative, as designated in writing by the Contracting Officer.

F.4 REPORTING REQUIREMENTS

Reports to be submitted and their frequency are listed in Section C, *Statement of Work*.

PART I - THE SCHEDULE

**SECTION F
DELIVERIES OR PERFORMANCE**

TABLE OF CONTENTS

F.1	PERIOD OF PERFORMANCE	1
F.2	PRINCIPAL PLACE OF PERFORMANCE.....	1
F.3	DELIVERIES	1
F.4	REPORTING REQUIREMENTS	1

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The extended period of performance for the work specified in Section C of this Contract shall commence on October 1, 2006, and continue through September 30, 2008, (but not to exceed September 30, 2008) unless sooner terminated or reduced as provided for in other provisions of this Contract.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal places of performance of work under this Contract shall be the Hanford Site, near Richland, Washington and other facilities as directed by the Contracting Officer.

F.3 DELIVERIES

All products, reports, or services under this Contract shall be delivered to the Contracting Officer at the address in Section G, or any other duly authorized Government representative, as designated in writing by the Contracting Officer.

F.4 REPORTING REQUIREMENTS

Reports to be submitted and their frequency are listed in Section C, *Statement of Work*.

PART I - THE SCHEDULE

**SECTION G
CONTRACT ADMINISTRATION DATA**

TABLE OF CONTENTS

G.1	CORRESPONDENCE PROCEDURES.....	1
G.2	CONTRACT ADMINISTRATION	1
G.3	BILLING INSTRUCTIONS.....	2
G.4	DEFECTIVE OR IMPROPER INVOICES	2
G.5	DOE PROPERTY ADMINISTRATION	2
G.6	CONTRACTING OFFICER’S REPRESENTATIVE (COR) TECHNICAL DIRECTION – NOTIFICATION OF CHANGES	2
G.7	MODIFICATION AUTHORITY.....	5
G.8	REPRESENTATIONS AND CERTIFICATIONS	5

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this Contract shall include the Contract number, and be subject to the following procedures:

A. Technical Correspondence

Technical correspondence shall be addressed to the DOE Contracting Officer's Representative (COR) with an information copy addressed to the DOE Contracting Officer (used herein excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract).

B. Other Correspondence

All other correspondence shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent Counsel (where patent or technical data issues are involved).

G.2 CONTRACT ADMINISTRATION

The DOE Contracting Officer correspondence address is:

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

The current list of DOE Contracting Officers can be viewed at this web site:

[RL-Procurement CO/COR List](#)

G.3 BILLING INSTRUCTIONS

- A. The Contractor shall provide monthly electronic invoices (or data supporting payments cleared financing arrangement drawdowns) and cost accrual and accrual reversal records to RL. Within the electronic invoice submission, the Contractor shall provide all invoice data elements required to: a) determine that all costs invoiced by the Contractor were necessary and reasonable per the terms and conditions of the contract, and b) properly record all Contract costs and payments in the DOE accounting system. This includes, but is not limited to: Work Breakdown Structure (WBS) numbers, Resource Codes, Program Codes, Fund Codes, Project Codes, Local Use, Work for Others, Object Classes, Appropriation Year, and plant and equipment line item numbers (if applicable).
- B. Upon request, the Contractor shall also provide written documentation to support the electronic invoices to the RL Contracting Officer or his/her designate at the address identified in Section G.2.

G.4 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to paragraph (a)(3) of Contract Clause entitled, FAR 52.232-25, *Prompt Payment (OCT 2003)* of Part II, Section I, of this Contract, shall be deemed improper, thus defective. The Contractor shall provide the name or names (where practicable), title, phone number, office name, and complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice to the Contracting Officers:

G.5 DOE PROPERTY ADMINISTRATION

The DOE Property Manager, identified for this Contract is provided below. The Contractor may use the Property Manager as a point-of-contact for guidance and assistance involving Property requirements. The Contracting Officer shall be contacted for any matter which involves a change in any of the expressed terms and conditions of the Contract.

U.S. Department of Energy
Richland Operations Office
Organizational Property Management Officer
Office of Training Services and Asset Transition, MSIN A2-45
Post Office Box 550 or 825 Jadwin Avenue
Richland, WA 99352

G.6 CONTRACTING OFFICER'S REPRESENTATIVE (COR) TECHNICAL DIRECTION – NOTIFICATION OF CHANGES

A. Notice

The primary purpose of this Clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this Contract.

- B. The RL Manager, as Head of the Contracting Activity (HCA), has been delegated contracting authority by the Procurement Executive. In the Manager's absence, HCA authority flows to the acting Manager.
- C. In addition to those functions specifically reserved throughout this contract for the Contracting Officer, the Contracting Officer shall be the sole authority within RL for establishment and acceptance of the Statement of Work Baseline descriptions, a change in work priorities causing an impact to Performance Incentives, and directing work requiring new or additional expenditure of funds that have obligated for performance of this contract.
- D. Performance of the work under this Contract shall be subject to the technical direction of the COR. The COR will be designated in writing by the Contracting Officer. The designation letters will include the CORs' authority, responsibility, and limitations. Changes in the CORs or CORs' authority will be transmitted via electronic mail. RL shall update, maintain and keep current the listing of CORs via electronic media and make available to the Contractor.

The term "technical direction" is defined to include, without limitation:

- (1) Directions to the Contractor that redirect the Contract effort (change control), shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract.
 - (4) Approval of shop drawings; testing; approval of samples; engineering evaluation; monitoring schedules and deliverables; and other functions not involving a change in the scope, price, or terms or conditions of a contract.
- E. Technical direction must be within the *Statement of Work* stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
- (1) Constitutes an assignment of additional work outside the *Statement of Work*;
 - (2) Constitutes a change, as defined in the Contract Clause entitled, FAR 52.243-2, *Changes – Cost Reimbursement (AUG 1987) Alternate II (APR 1984)*, which requires an adjustment of the estimated cost and/or fee;

- (3) Changes any of the express terms, conditions, or specifications of the contract;
 - (4) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- F. All technical directions shall be issued in writing by the COR.
- G. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- H. If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in paragraphs E.1 through E.4 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 7 working days after receipt of any such instructions or direction and shall request the Contracting Officer to modify the contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:
- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
 - (a) What contract line items have been or may be affected by the alleged change;
 - (b) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (c) To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change;
 - (d) What adjustments are estimated to contract costs, delivery schedule, and other provisions affected by the alleged change;

- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer shall do one of the following:
- (a) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract and does not constitute a change under the "Changes" Clause, which requires an adjustment of estimated cost and/or fee;
 - (b) Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
 - (c) Advise the Contractor within a reasonable time that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.

- I. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the Statement of Work of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the Contract Clause entitled, FAR 52.233-1 "Disputes (JULY 2002) - Alternate I (DEC 1991)."
- J. DOE personnel performing technical oversight do not have authority to provide technical direction under the terms of the contract unless specifically designated as a COR.

G.7 MODIFICATION AUTHORITY

As stated above and notwithstanding any of the other provisions of this Contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:

- (a) Accept non-conforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.

G.8 REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications, for this Contract as completed by the Contractor and, dated March 25, 1996, are hereby incorporated into this Contract by reference, with the exception of Part IV – Section K to Solicitation No. DE-RP06-95RL13200, relating to Lockheed Martin Hanford Company (pp. K-1 through K-27) and dated March 25, 1996.

PART I - THE SCHEDULE

**SECTION G
CONTRACT ADMINISTRATION DATA**

TABLE OF CONTENTS

G.1	CORRESPONDENCE PROCEDURES.....	1
G.2	CONTRACT ADMINISTRATION	1
G.3	BILLING INSTRUCTIONS.....	2
G.4	DEFECTIVE OR IMPROPER INVOICES	2
G.5	DOE PROPERTY ADMINISTRATION	2
G.6	CONTRACTING OFFICER’S REPRESENTATIVE (COR) TECHNICAL DIRECTION – NOTIFICATION OF CHANGES	2
G.7	MODIFICATION AUTHORITY.....	5
G.8	REPRESENTATIONS AND CERTIFICATIONS	5

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this Contract shall include the Contract number, and be subject to the following procedures:

A. Technical Correspondence

Technical correspondence shall be addressed to the DOE Contracting Officer's Representative (COR) with an information copy addressed to the DOE Contracting Officer (used herein excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract).

B. Other Correspondence

All other correspondence shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent Counsel (where patent or technical data issues are involved).

G.2 CONTRACT ADMINISTRATION

The DOE Contracting Officer correspondence address is:

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

The current list of DOE Contracting Officers can be viewed at this web site:

[RL-Procurement CO/COR List](#)

G.3 BILLING INSTRUCTIONS

- A. The Contractor shall provide monthly electronic invoices (or data supporting payments cleared financing arrangement drawdowns) and cost accrual and accrual reversal records to RL. Within the electronic invoice submission, the Contractor shall provide all invoice data elements required to: a) determine that all costs invoiced by the Contractor were necessary and reasonable per the terms and conditions of the contract, and b) properly record all Contract costs and payments in the DOE accounting system. This includes, but is not limited to: Work Breakdown Structure (WBS) numbers, Resource Codes, Program Codes, Fund Codes, Project Codes, Local Use, Work for Others, Object Classes, Appropriation Year, and plant and equipment line item numbers (if applicable).
- B. Upon request, the Contractor shall also provide written documentation to support the electronic invoices to the RL Contracting Officer or his/her designate at the address identified in Section G.2.

G.4 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to paragraph (a)(3) of Contract Clause entitled, FAR 52.232-25, *Prompt Payment (OCT 2003)* of Part II, Section I, of this Contract, shall be deemed improper, thus defective. The Contractor shall provide the name or names (where practicable), title, phone number, office name, and complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice to the Contracting Officers:

G.5 DOE PROPERTY ADMINISTRATION

The DOE Property Manager, identified for this Contract is provided below. The Contractor may use the Property Manager as a point-of-contact for guidance and assistance involving Property requirements. The Contracting Officer shall be contacted for any matter which involves a change in any of the expressed terms and conditions of the Contract.

U.S. Department of Energy
Richland Operations Office
Organizational Property Management Officer
Office of Training Services and Asset Transition, MSIN A2-45
Post Office Box 550 or 825 Jadwin Avenue
Richland, WA 99352

G.6 CONTRACTING OFFICER'S REPRESENTATIVE (COR) TECHNICAL DIRECTION – NOTIFICATION OF CHANGES

A. Notice

The primary purpose of this Clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this Contract.

- B. The RL Manager, as Head of the Contracting Activity (HCA), has been delegated contracting authority by the Procurement Executive. In the Manager's absence, HCA authority flows to the acting Manager.
- C. In addition to those functions specifically reserved throughout this contract for the Contracting Officer, the Contracting Officer shall be the sole authority within RL for establishment and acceptance of the Statement of Work Baseline descriptions, a change in work priorities causing an impact to Performance Incentives, and directing work requiring new or additional expenditure of funds that have obligated for performance of this contract.
- D. Performance of the work under this Contract shall be subject to the technical direction of the COR. The COR will be designated in writing by the Contracting Officer. The designation letters will include the CORs' authority, responsibility, and limitations. Changes in the CORs or CORs' authority will be transmitted via electronic mail. RL shall update, maintain and keep current the listing of CORs via electronic media and make available to the Contractor.

The term "technical direction" is defined to include, without limitation:

- (1) Directions to the Contractor that redirect the Contract effort (change control), shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract.
 - (4) Approval of shop drawings; testing; approval of samples; engineering evaluation; monitoring schedules and deliverables; and other functions not involving a change in the scope, price, or terms or conditions of a contract.
- E. Technical direction must be within the *Statement of Work* stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
- (1) Constitutes an assignment of additional work outside the *Statement of Work*;
 - (2) Constitutes a change, as defined in the Contract Clause entitled, FAR 52.243-2, *Changes – Cost Reimbursement (AUG 1987) Alternate II (APR 1984)*, which requires an adjustment of the estimated cost and/or fee;

- (3) Changes any of the express terms, conditions, or specifications of the contract;
 - (4) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- F. All technical directions shall be issued in writing by the COR.
- G. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- H. If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in paragraphs E.1 through E.4 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 7 working days after receipt of any such instructions or direction and shall request the Contracting Officer to modify the contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:
- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including:
 - (a) What contract line items have been or may be affected by the alleged change;
 - (b) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (c) To the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change;
 - (d) What adjustments are estimated to contract costs, delivery schedule, and other provisions affected by the alleged change;

- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer shall do one of the following:
- (a) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the contract and does not constitute a change under the "Changes" Clause, which requires an adjustment of estimated cost and/or fee;
 - (b) Inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
 - (c) Advise the Contractor within a reasonable time that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.

- I. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the Statement of Work of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the Contract Clause entitled, FAR 52.233-1 "Disputes (JULY 2002) - Alternate I (DEC 1991)."
- J. DOE personnel performing technical oversight do not have authority to provide technical direction under the terms of the contract unless specifically designated as a COR.

G.7 MODIFICATION AUTHORITY

As stated above and notwithstanding any of the other provisions of this Contract, a Contracting Officer shall be the only individual on behalf of the Government authorized to:

- (a) Accept non-conforming work;
- (b) Waive any requirement of this contract; or
- (c) Modify any term or condition of this contract.

G.8 REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications, for this Contract as completed by the Contractor and, dated March 25, 1996, are hereby incorporated into this Contract by reference, with the exception of Part IV – Section K to Solicitation No. DE-RP06-95RL13200, relating to Lockheed Martin Hanford Company (pp. K-1 through K-27) and dated March 25, 1996.

PART I – THE SCHEDULE

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

TABLE OF CONTENTS

H.1	SEPARATE CORPORATE ENTITY	1
H.2	CHANGES IN KEY PERSONNEL	1
H.3	USE OF CORPORATE AFFILIATES.....	1
H.4	TRI-PARTY AGREEMENT	2
H.5	RESPONSIBLE CORPORATE OFFICIAL	2
H.6	THIRD PARTIES	3
H.7	GUARANTEE OF PERFORMANCE	3
H.8	ENVIRONMENTAL RESPONSIBILITY.....	3
H.9	EARNED VALUE MANAGEMENT SYSTEM	7
H.10	EMERGENCY CLAUSE	7
H.11	SHUTDOWN AUTHORIZATION.....	8
H.12	SHIPMENT NOTIFICATION	9
H.13	OPTIONAL SERVICES.....	11
H.14	WITHDRAWAL OF WORK	11
H.15	USE OF DOE FACILITIES	11
H.16	RESERVED	11
H.17	SUBCONTRACTS CONSENT AND CONTRACT CLAUSE FLOW DOWN REQUIREMENTS	12
H.18	SUBCONTRACTOR ENVIRONMENT, SAFETY, QUALITY, AND HEALTH REQUIREMENTS.....	13
H.19	ASSIGNMENT OF SUBCONTRACTS	13
H.20	INFORMATION.....	13
H.21	PRIVACY ACT SYSTEMS OF RECORDS	15
H.22	PAYMENTS AND ADVANCES.....	16
H.23	ASSIGNMENT OF DOE PRIME CONTRACTS	19
H.24	RESERVED	19
H.25	ADVANCE UNDERSTANDING ON PERSONNEL COSTS, POLICIES AND PROCEDURES.....	20
H.26	RESERVED	20
H.27	RESERVED	20
H.28	LABOR RELATIONS.....	20
H.29	DETERMINATION OF APPROPRIATE LABOR STANDARDS	21
H.30	RESERVED	21
H.31	HANFORD SITE STABILIZATION AGREEMENT.....	21
H.32	RESERVED	23
H.33	PERFORMANCE OBJECTIVES, MEASURES, EXPECTATIONS, AND FEE DISTRIBUTION.....	23
H.34	SEGREGATION OF COSTS.....	28

H.35	PROVISIONAL PAYMENT OF FEE FOR COMPREHENSIVE AND ANNUAL PBI'S	29
H.36	EMPLOYEE PERFORMANCE INCENTIVES, REWARD AND RECOGNITION....	29
H.37	RESERVED.....	29
H.38	RESERVED.....	29
H.39	RESERVED.....	29
H.40	INDIRECT COST ALLOCATIONS.....	29
H.41	AUTHORIZATION AGREEMENTS.....	29
H.42	RESERVED.....	30
H.43	LOBBYING RESTRICTION (<i>ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 1999</i>)	30
H.44	LOBBYING RESTRICTION (<i>DEPARTMENT OF INTERIOR & RELATED AGENCIES APPROPRIATIONS ACT, 1999</i>)	30
H.45	TRAVEL RESTRICTIONS.....	30
H.46	OCCUPATIONAL MEDICAL RECORDS AND RADIATION EXPOSURE RECORDS	32
H.47	WORKERS' COMPENSATION	32
H.48	RESERVED.....	33
H.49	ALTERNATIVE DISPUTE RESOLUTION	34
H.50	RESERVED.....	34
H.51	CONDITIONAL PAYMENT OF FEE (CPOF) SITE SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS	35
H.52	COUNTERINTELLIGENCE (CI) SITE SPECIFIC REQUIREMENTS	37
H.53	ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS)	38
H.54	ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT 2000 (P.L. 106-398) (Funded via a Request for Services [RFS] – See Section C.5.10).....	38
H.55	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL.....	39
H.56	APPROVAL OF WAGE RATES (FAR 52.222-16) (FEB 1988) (MODIFIED).....	39
H.57	ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS.....	40

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 SEPARATE CORPORATE ENTITY

The work performed by the Contractor under this Contract shall be conducted by a separate corporate entity from its parent company. The separate corporate entity must be set up solely to perform this Contract and shall be totally responsible for all Contract activities.

H.2 CHANGES IN KEY PERSONNEL

Key personnel are considered to be essential to the work being performed on this Contract. Prior to diverting to other positions or substituting any of the specified key individuals, the Contractor shall notify the Contracting Officer in writing, reasonably in advance, not less than thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the work being performed under this Contract. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the Contracting Officer required by this clause. Unless approved in writing by the Contracting Officer, no key personnel position will remain unfilled by a permanent replacement for more than 60 days. The key personnel list (Section J, Appendix A) shall be amended during the course of the Contract to add or delete key personnel as appropriate and approved by the Contracting Officer.

If the President & CEO or Executive Vice President & Chief Operating Officer is replaced or removed for any reason under the Contractor's control, without the Contracting Officer's consent, fee will be reduced by \$500,000. In addition, each time any of the other Key Personnel proposed are replaced or removed for any reason under the Contractor's control, without the Contracting Officer's consent, fee will be reduced by \$250,000 for each removed or replaced individual. The provisions of this clause shall remain in effect from October 1, 2006 through the date of award of the Mission Support Contract. Upon award of the Mission Support Contract, this clause and the list of Key Personnel in Section J, Appendix A, and any associated fee reductions, shall be mutually renegotiated. If RL exercises its right, under Section H.14, Withdrawal of Work, to remove work scope, then the Key Personnel associated with that work scope would be removed from the listing of Key Personnel, Section J, Appendix A.

The Contractor may request, in writing, that the Contracting Officer waive all or part of a reduction, if special circumstances exist. The Contracting Officer shall have sole unilateral discretion to waive or not waive all or part of a reduction.

H.3 USE OF CORPORATE AFFILIATES

A. The Contractor and the Contractor's subcontractors may obtain direct support from their affiliates to meet technical and staffing requirements consistent with FH approved policies/procedures. Prior to ordering support from an affiliate, the Contractor shall

document the basis for selecting the affiliate and how the evaluation process was consistent with approved policies/procedures and Clause H.17, *Subcontracts Consent and Contract Clause Flow Down Requirements*. In addition, the Contractor or subcontractor shall ensure that prior to award, each transaction with an affiliate will be evaluated for potential conflicts of interest and adjudicated in accordance with Section I Clause entitled, DEAR 952.209-72, *Organizational Conflicts of Interest, Alternate I (JUN 1997)*.

- B. Materials, supplies, equipment and services obtained from a Contractor or subcontractor affiliate on a non-competitive basis will be at cost without additional fee or profit, or cost of money. Fee or profit paid to an affiliate through a non-competitive agreement will be deducted from the Contractor's negotiated fees earned for the Fiscal Year.
- C. For competitive procurements, subcontracts with affiliates require advance approval in writing from the Contracting Officer. Such subcontracts must be:
 - (1) Legally enforceable
 - (2) Use the same terms and conditions that would apply to a third party supplier
 - (3) Result in an agreement based on price competition as defined by FAR 15.403-1(c), *Prohibition on Obtaining Cost or Pricing Data (10 U.S.C. 2306a and 41 U.S.C. 254b)*, and for cost-type awards be supported by a cost realism analysis.
- D. Contractor affiliates providing materials, supplies, equipment, and services shall perform such work in accordance with the applicable terms and conditions of this Contract.

H.4 TRI-PARTY AGREEMENT

DOE, the U.S. Environmental Protection Agency Region (EPA) 10, and the Washington State Department of Ecology (Ecology) have entered into the *Hanford Federal Facility Agreement and Consent Order*, referred to as the Tri-Party Agreement (TPA) to ensure compliance with the *Resource Conservation and Recovery Act (RCRA)* and the *Comprehensive Environmental Response, Compensation, and Liability Act*, as amended (CERCLA). The TPA sets forth certain requirements and milestones for cleanup activities at the Hanford Site. The Contractor agrees to plan and perform the work under this Contract in accordance with timely DOE letters of direction concerning implementation of the TPA and achievement of current and future milestones in the TPA contingent upon resolution of technical/regulatory issues and as allocated funding allows.

H.5 RESPONSIBLE CORPORATE OFFICIAL

The Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor President and Chief Executive Officer who is accountable for the performance of the Contractor. Should the responsible corporate official change during the period of the Contract, the Contractor shall promptly notify the Government of the change in the individual to contact.

Name: Ken Smith

Position: President, DOE Programs

Company: Fluor Federal Services, Inc.

H.6 THIRD PARTIES

Nothing contained in this Contract or its amendments shall be construed to grant, vest, or create any rights in any person not a party to this Contract. This provision is not intended to limit or impair the rights which any person may have under applicable Federal Statutes.

H.7 GUARANTEE OF PERFORMANCE 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 December 21, 2000, is incorporated herein by reference and made part of this Contract.

H.8 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 U.S. Department of Energy (DOE) and Federal and State regulatory agencies.

B. Environmental Permits

This Clause addresses the following permit scenarios:

- (1) Where the Contractor is the sole permittee; (2) where the Contractor and DOE are joint permittees; (3) where multiple contractors are permittees.
- (2) 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.

- (3) Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor must 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 is 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.
- (4) 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 must 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 the 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. The allowability of the costs associated with fines and penalties shall be governed by provisions of this Contract. The Contractor shall have plenary authority to allocate any fines and penalties among its subcontractors based on criteria developed by Contractor and applied in Contractor's sole discretion. The Contractor shall indemnify and hold harmless DOE and its employees, officers, agents from any costs, claims (including third-party claims for damage to persons or property), demands, fines or penalties, including reasonable legal costs, resulting from any failure of the Contractor to comply with applicable permit or regulatory requirements, or resulting from any obligations DOE may incur as a result of signing defective or non-conforming permit applications or submittals prepared by or under the direction of Contractor.

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.9 EARNED VALUE MANAGEMENT SYSTEM

- A. In the performance of this Contract, the Contractor shall use an earned value management system (EVMS) that is recognized as meeting the best business practice guidelines provided in ANSI/EIA-748 Standard, *Earned Value Management System*.
- B. The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative. Access is to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the criteria referenced in paragraph A of this Clause.
- C. The Contractor shall require that subcontractors comply with the requirements of this Clause for applicable work scope.

H.10 EMERGENCY CLAUSE

- A. In accordance with DOE/RL-94-02 *Hanford Emergency Management Plan* and DOE-0223 *Emergency Plan Implementing Procedures*, the RL/ORP Manager or designee is the senior official who serves as the RL/ORP Emergency Manager with decision making responsibilities and has the ultimate responsibility and authority for Hanford Site emergency response activities. In the event of a declared emergency on the Hanford Site, the RL/ORP Emergency Manager will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The Emergency Manager may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.
- B. The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

H.11 SHUTDOWN AUTHORIZATION

- A. In the event of a specific imminent environmental, health, or safety hazard, identified by facility line management, U.S. Department of Energy (DOE) Richland Operations Office (RL) Facility Representatives, operators, or facility health and safety personnel overseeing facility operations, the individual or group identifying the specific imminent hazard situation should immediately take actions to eliminate or mitigate the hazard. This shall be accomplished by directing the operator/implementer of the activity or process causing the imminent hazard to shutdown the activity or the facility or by initiating emergency response actions or other actions to protect the health and safety of the workers and the public and to protect DOE facilities and the environment. (DOE-designated Facility Representatives provide technical oversight of operations to help line management ensure that the facilities are operated in a safe, healthful, and environmentally acceptable manner in accordance with DOE Orders and other requirements. As such, the Facility Representatives have “Stop Work” and “Shutdown Authorization” authority.)

In the event an imminent environmental, health, or safety hazard is identified, the individual or group that identified the hazard should coordinate with an appropriate Contractor official, who will direct as needed, broader shutdown actions or other actions, as required. Such mitigating actions should subsequently be coordinated with the RL Manager, the facility/site DOE management, the RL Contracting Officer and the facility/site Contractor management. The shutdown direction should be promptly confirmed in writing from the cognizant Contracting Officer.

This authority is in addition to the Section I Clause entitled, FAR 52.242-15, *Stop-Work (AUGUST 1989) Alternate I (APR 1984)*.

- B. In the event of a non-imminent environmental, health, or safety hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or by independent oversight organizations, the individual or group identifying the potential environmental, health or safety hazard may recommend corrective action or facility shutdown. However, the recommendation must be coordinated with the Contractor management at the facility, the responsible DOE manager, and the RL Manager. Any written direction to shutdown operations will be issued in coordination with the Contracting Officer.
- C. After shutdown, an operation or facility may become operational only after receiving written authorization from the RL Manager, or his delegated authority, in coordination with the Contracting Officer.
- D. The Contractor shall provide in its purchasing system, required under the Section I Clause entitled, FAR 52.244-2, *Subcontracts (AUG 1998) Alternate I (JAN 2006)*, for policies, practices, and procedures for the flowdown of appropriate requirements of this Clause to subcontractors performing work on-site at a DOE-owned or -leased facility.

Such subcontracts shall provide for the right to stop work under the conditions described herein.

H.12 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 Radioactive Placard Shipments, the Contractor shall notify the State of Oregon Department of Energy, ATTN: Oregon/Hanford Transport Safety Analyst, for any shipment through Oregon.
- C. The Contractor shall obtain RL and DOE Office of Environmental Management (EM) Headquarters approval prior to shipping placarded low-level and mixed-level wastes, transuranic wastes, and quantities of Type A or greater radioactive material off site. Exempted from these requirements are shipments of samples for analysis as defined in 40 CFR 261.4 and 49 CFR 172.101(c)(11), medical isotopes, shipments of radiation worker laundry, empty containers, shipments to Waste Isolation Pilot Plant (WIPP) in Carlsbad, New Mexico, and intra-site movements that are not moved by an onsite carrier. (The Carlsbad Field Office will obtain approval for shipments of transuranic waste to WIPP.) The Contractor shall use the EM electronic system in accordance with the “Office of Environmental Management Automated Shipping Approval System User’s Manual.”

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:

- Verify and document that site security plans require drivers entering the facility 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.
- 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.
- 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.
- Obtain copies of documentation from the carriers that all drivers are citizens of the United States.

- 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.
- 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.
- 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.

- 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.
- Request consignee notification of receipt of shipments.

2. Additional Security Measures to be Implemented for Rail Carriers transporting Radioactive Material/Waste Shipments

- 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.
- 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.
- 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.

- Verify and document the rail carrier has a communication system (through central dispatch consignee notification of arrival cars/trains).
- Request consignee notification of arrival of cars/trains.

H.13 OPTIONAL SERVICES

The Government may, at its option and during performance of this Contract, unilaterally add any or all of the work scope identified in Section C.6 of this Contract currently being performed by other Hanford prime contractors. An equitable adjustment shall be negotiated for any work appropriately authorized and performed as a result of exercise of any portion of this option.

The addition of such added work scope, if any, shall be subject to the requirements of FAR 52.243.1, *Changes – Fixed Price*, or FAR 52.243.2, *Changes – Cost Reimbursement (AUG 1987) Alternate II (APR 1984)*, depending on contract type.

H.14 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 an annual Work Authorization Directive, the work shall be terminated in accordance with the procedures in the Contract Clause entitled, FAR 52.249-6, *Termination (Cost-Reimbursement) (MAR 2004)*.
- 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.15 USE OF DOE FACILITIES

The Contractor may conduct programs of local community assistance to mitigate adverse impacts of closure or reconfiguration of 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 by the DOE-RL Real Estate or Personal Property Officer, as appropriate.

H.16 RESERVED

H.17 SUBCONTRACTS CONSENT AND CONTRACT CLAUSE FLOW DOWN REQUIREMENTS

- A. Prior to the placement of subcontracts and in accordance with the Contract Clause entitled, FAR 52.244-2, *Subcontracts (AUG 1998) Alternate I (JAN 2006)*, the Contractor shall ensure the following:
- (1) The subcontracts contain all of the Clauses of this Contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow down applicability of the Clauses entitled, FAR 52.219-8, *Utilization of Small Business Concerns (MAY 2004)* and FAR 52.219-9, *Small Business Subcontracting Plan (JUL 2005)* contained in Section I of this Contract;
 - (2) Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR Part 15) and subcontractor Representations and Certifications are completed; and
 - (3) Any required prior notice and description of the subcontract is given to the Contracting Officer, and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.
- B. The Contractor shall also obtain and furnish to the Contracting Officer either an Organizational Conflict of Interest (OCI) Disclosure Statement or Representation form in accordance with Section I Clause entitled DEAR 952.209-72, *Organizational Conflicts of Interest*, from all subcontractors to be used under this contract to perform the types of work identified in DEAR 909.507-1, *Solicitation Provisions*. No work shall be performed by the subcontractor until the Contracting Officer has cleared the subcontractor for OCI, if required.
- C. The Contractor shall ensure that all cost-reimbursable type subcontracts placed for a total amount which exceeds \$5 million shall have incentive provisions based on performance measurements, criteria, and success factors.
- D. In compliance with the Government's initiative of "Streamlining Procurement Through Electronic Commerce," and presenting a "singleface" to industry, the Contractor shall strive to implement, within available funding, an Electronic Commerce System that will generate a paperless, automated, integrated procurement/payment system. This system shall, to the maximum practicable extent, subject to DOE approval, allow for electronic

request for quotations, quotations, purchase orders, electronic invoices, and remittance advices; full integration between the procurement, receiving, inventory control and accounting systems; and accounting system programs that compare invoices, receipts, and orders and automatically issue electronic funds transfer payments.

H.18 SUBCONTRACTOR ENVIRONMENT, SAFETY, QUALITY, AND HEALTH REQUIREMENTS

- (a) The U.S. Department of Energy (DOE) and the Contractor are committed to zero accidents on the Project Hanford Management Contract (PHMC) work. To that end, the Contractor is required to manage the performance of subcontractors to ensure acceptable Environmental, Safety, Quality, and Health (ESQ&H) performance. The level of ESQ&H requirements should be commensurate with the risk and complexity of work subcontracted. The ESQ&H requirements shall be flowed-down to the lowest tier subcontractor performing work on the Hanford site commensurate with the risk and complexity of the work. The Contractor shall have a method to evaluate and manage subcontractor's ESQ&H performance. Such a method for subcontractor evaluation will include elements for pre-qualification, periodic onsite evaluation, and the ability to stop work, or penalize subcontractor for failure to meet contractual ESQ&H performance. These elements may include evaluation of the subcontractor's injury statistics, workers compensation data, regulatory fines and penalties, written ESQ&H programs, past work references, onsite evaluations, etc., as appropriate for the work to be performed on the Hanford Site.

H.19 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.

H.20 INFORMATION

A. Management of Information Resources

The Contractor shall design and implement Information Resources Management (IRM) capabilities for the Hanford Site in accordance with the Office of Management and Budget (OMB) Circular A-130, *Management of Federal Information Resources*.

B. Release of Information

- (1) Working with the U.S. Department of Energy (DOE) Richland Operations Office (RL) Office of Organizational Effectiveness and Communications (OEC) and the Records Manager, when appropriate, the Contractor shall be responsible for developing, planning, and coordinating proactive approaches to timely dissemination of information regarding DOE unclassified activities onsite and offsite.

- (2) The Contractor shall be responsible for following DOE guidelines and/or procedures for all oral, written and audio/visual information material prepared for public use, including technical information.

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 the Section I Clauses entitled, DEAR 952.204-2, *Security (MAY 2002)* and DEAR 952.204-70, *Classification/Declassification (SEP 1997)*.

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 who 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.21 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 (APR 1984)*.

<u>System No.</u>	<u>Title</u>
DOE-5	Personnel Records of Former Contractor Employees
DOE-11	Emergency Locator Records
DOE-13	Payroll & Locator Records
DOE-14	Report of Compensation
DOE-15	Payroll & Pay-Related Data for Employees of Terminated Contractors
DOE-23	Richland Property System
DOE-28	General Training Records
DOE-31	Firearms Qualifications Requirements
DOE-32	Gov't 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 Contract Clause entitled, FAR 52.224-2, *Privacy Act*

(APR 1984). The revisions will be formally incorporated per the next annual contract update modification, unless added sooner by the Contracting Officer.

H.22 PAYMENTS AND ADVANCES

A. Payment of Fee Amounts Earned

Fee payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the Contracting Officer. 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 fee payments may be withdrawn against the payments cleared financing arrangement without prior written approval of the Contracting Officer.

B. Payments on Account of Allowable Costs

Allowable costs, determined in accordance with the cost principles in Subpart 31.2 of the Federal Acquisition Regulation (FAR) as supplemented by Subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR), and other items as approved in writing by the Contracting Officer, shall be made from advances of Government funds limited by Section B.2., *Obligation of 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. Final FH Incurred Cost Submittal

Proposed charge-out rates for the following fiscal year will be submitted each year in accordance with direction provided in the Baseline Updating Guidance issued in the spring of each year pertaining to the subsequent execution year and out-years.

- (1) The Contractor shall submit an adequate final incurred cost submittal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
 - (a) The submitted cost shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates incurred costs as promptly as practical after receipt of the Contractor's proposal.

(b) Failure by the parties to agree on final annual incurred cost shall be a dispute within the meaning of the Section I Clause entitled, FAR 52.233-1, *Disputes (JUL 2002) Alternate I (DEC 1991)*.

(2) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in 48 CFR 42.708, Quick Closeout Procedure are satisfied.

D. Special Financial Institution Account Use

All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement in favor of the bank or, at the option of the Government, shall be made by direct payment or any other payment mechanism to the Contractor, and shall be deposited only in the Special Demand Deposit Account referred to in the Special Bank Account Agreement, which is incorporated into this contract included in Section J. No part of the funds in the Special Demand Deposit Account shall be (1) commingled with any funds of the Contractor or (2) used for a purpose other than that of making payments for costs allowable and, if approved, fees earned under this contract or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer determines that the balance of such Special Demand Deposit Account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.

E. Title to Funds Advanced

Title to the unexpended balance of any funds advanced and of any Special Demand Deposit Account established pursuant to this Clause shall remain in the Government and be superior to any claim or lien of the bank 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.

F. Certification and Penalties

The Contractor shall prepare and submit a monthly voucher for the total of costs incurred and accrued for the period covered by the voucher. It is anticipated that this will be a monthly submission unless otherwise agreed to by the Contracting Officer. Vouchers must be formatted in a manner approved by the Contracting Officer. Accompanying the annual final indirect incurred cost submission the Contractor shall provide a certification subject to the penalty provisions for unallowable costs as stated in the Section I Clause entitled, FAR 52.242-3, *Penalties for Unallowable Costs (MAY 2001)*.

G. Financial Settlement

The Government shall promptly pay to the Contractor the unpaid balance of allowable costs and earned 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's patent clearance requirements, and (2) the furnishing by the Contractor of:

- (1) 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 this contract;
- (2) A closing financial statement;
- (3) The accounting for Government-owned property required by the Section I Clause entitled DEAR 970.5245-1, *Property (DEC 2000)*; and
- (4) 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 should provide prompt notice to the Contracting Officer of all potential claims under this Clause, whether in litigation or not (see also the Section I Clause entitled, DEAR 970.5228-1, *Insurance-Litigation and Claims (MAR 2002)*);
 - (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 (JUN 1996)*.

In arriving at the amount due the Contractor under this Clause, there shall be deducted, (1) any claim which the Government may have against the

Contractor in connection with this contract, and (2) deductions due under the term of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the Special Demand Deposit Account may be applied to the amount due and any balance shall be returned to the Government forthwith.

H. Claims

Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification, as the Contracting Officer shall prescribe.

I. 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.

J. Collections

All collections accruing to the Contractor in connection with the work under this contract, except for the Contractor's fee and royalties 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 and, to the extent consistent with those requirements, shall be deposited in the Special Demand Deposit Account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.

K. Direct Payment of Charges

The Government reserves the right, upon ten days 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 therefore.

H.23 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. Details of the transfer will be determined by DOE prior to the transfer. Any recommendations and/or suggestions on individual transfers should be submitted in writing to the Contracting Officer prior to the transfer or assignment.

H.24 RESERVED

H.25 ADVANCE UNDERSTANDING ON PERSONNEL COSTS, POLICIES AND PROCEDURES

DOE has reached an Advance Understanding with the Contractor on certain personnel costs, related expenses, policies, and procedures. These costs are those associated with personnel policies and procedures which the Contractor shall apply to work under this Contract. The personnel policies and procedures require DOE's advance review and written approval from the Contracting Officer. Any exceptions noted in the Contracting Officer's written approval will govern the Contractor's application of the personnel policies and procedures under this contract. The Advance Understanding will be part of this contract and included in Section J.

DOE approval is also required for the annual salary paid to the person designated as the Contractor's top management official identified in the Section I Clause entitled, DEAR 952.215-70, *Key Personnel (DEC 2000)*. The annual salary, excludes bonus or incentive compensation pay, as it is currently not an allowable cost under this contract. In addition, the top management official's annual salary shall act as a cap on the allowable annual salary costs for other officials designated as key personnel and identified in the Contract Clause entitled "Key Personnel." Annual salary for other key personnel also excludes bonuses or incentive compensation pay, as it is currently not an allowable cost under the contract. In addition, any salary increase for other key personnel must be within the contractor's established salary range for the position and in accordance with the Contractor's salary increase distribution program. Any compensation for other key personnel exceeding these limitations shall be considered unallowable unless specifically pre-approved by the Contracting Officer.

H.26 RESERVED

H.27 RESERVED

H.28 LABOR RELATIONS

- A. The Contractor shall respect the rights of employees (1) to organize, form, join, or assist labor organizations; bargain collectively through representatives of the employees own choosing; and engage in other protected concerted activities for the purpose of collective bargaining, or (2) to refrain from such activities.
- B. To the extent required by law, the Contractor shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining and, upon proper request, bargain to good faith impasses or agreement, or otherwise satisfy applicable bargaining obligations.
- C. The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations developments at the prime or subcontract level that involve or appear likely to involve:
 - (1) Possible strike situations affecting the facility;

- (2) Referral to the Energy Labor-Management Relations Panel;
 - (3) The National Labor Relations Board at any level;
 - (4) Recourse to procedures under the *Labor-Management Act of 1947*, as amended, or any other Federal or state labor law; or
 - (5) Any grievance that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.
- D. Cost of wages and fringe benefits, to employees represented by collective bargaining units, not in excess of those provided in the collective bargaining agreements shall be allowable. The costs associated with grievance processing and settlements, arbitration, and arbitration awards shall be allowable in accordance with the provisions of the Section I Clause entitled, DEAR 970.5228-1, *Insurance – Litigation and Claims (MAR 2002)*. All other costs and expenses incurred pursuant to the provisions of the collective bargaining agreements and revisions thereto are allowable costs hereunder, except as otherwise provided for in this contract.

H.29 DETERMINATION OF APPROPRIATE LABOR STANDARDS

DOE will determine the appropriate labor standards in accordance with the Section I Clause 52.222-6 *Davis-Bacon Act* (JUL 2005), which shall apply to work performed under this contract. Where requested by DOE, the Contractor shall provide such information in the form and timeframe required by DOE, as may be necessary for DOE to make such labor standards determinations. The Contractor shall then be responsible for ensuring that the appropriate labor standards provisions are included in subcontracts.

H.30 RESERVED

H.31 HANFORD SITE STABILIZATION AGREEMENT

- A. The Site Stabilization Agreement for all construction work for the U.S. Department of Energy (DOE) at the Hanford Site consists of a Basic Agreement dated September 10, 1984, plus an Appendix A. (The Site Stabilization Agreement is available in the DOE Public Reading Room. The Site Stabilization Agreement will be made a part of this contract by reference upon award. The Contractor shall be required to comply with the most current Site Stabilization Agreement, and as modified throughout performance of the contract.)
- B. This Clause applies to employees performing work under U.S. Department of Energy Richland Operations Offices (RL) contracts or subcontracts in accordance with Section I Clause 52.222-6 *Davis-Bacon Act* (JUL 2005) in the classifications set forth in the Site Stabilization Agreement 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 RL 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 Site Stabilization Agreement 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 Site Stabilization Agreement 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 Site Stabilization Agreement and who are not required under paragraph C above to become signatory to the Site Stabilization Agreement shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Site Stabilization 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 & 2 only)
 6. Article XVII Payment of Wages-Checking In & Out, (Section 3 only)
 7. Article XX General Working Conditions
 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 Stat. 238-239) and the U.S. Department of Labor regulations in implementation thereof (29 CFR Parts 1, 3, 5).
- G. The Contracting Officer may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the Site Stabilization Agreement, including its Appendix A, is modified by the involved parties.
- H. (1) In the event of failure to comply with paragraphs C, D, E, F, and G above, or failure to perform any of the obligations imposed upon the Contractor and its subcontractors, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.

- (2) The rights and remedies of the Government provided in this paragraph (1) above shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.
- I. The requirements of this paragraph are in addition to, and shall not relieve the Contractor of any obligation imposed by other Clauses of this Contract, including those entitled, FAR 52.222-4, *Contract Work Hours and Safety Standards Act-Overtime Compensation (JUL 2005)*, FAR 52.222-6, *Davis-Bacon Act (JUL 2005)*, FAR 52.222-7, *Withholding of Funds (FEB 1988)*, FAR 52.222-8, *Payrolls and Basic Records (FEB 1988)*, FAR 222-10, *Compliance with Copeland Act Requirements (FEB 1988)*, and FAR 52.222-12, *Contract Termination—Debarment (FEB 1988)*.
- J. 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 paragraph, and to preserve such records for a period of 3 years thereafter for all employees performing such work. Such records will contain the name, address, social security number of each such employee, 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. of this Contract Clause. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit employee interviews during working hours on the job.
- K. The Contractor agrees to insert this Clause, including this paragraph K, in all subcontracts for the performance of work subject to the *Davis-Bacon Act*.

H.32 RESERVED

H.33 PERFORMANCE OBJECTIVES, MEASURES, EXPECTATIONS, AND FEE DISTRIBUTION

A. Establishment of Baseline Performance Incentives

The Government will develop performance objectives, measures, and expectations along with related fee distribution for the contract period. The performance incentives and fee distribution will reflect the priority and importance that DOE places on accomplishment of key results. The Contractor may propose additional performance objectives, measures, and expectations which may be negotiated prior to placement in the contract. The final determination of incentives and related fee distribution will be made solely by DOE, after discussion with the Contractor, and DOE may unilaterally add any and all of them in a modification to this contract. However, if the Contractor disagrees with the established objectives, measures, expectations, and related fee distribution, the Contractor may appeal the determination to the RL Manager. However, the final decision shall be at the unilateral discretion of the RL Manager. The objectives, measures, expectations, and related fee distribution will be set forth in Section J, Appendix D, of this Contract.

B. Performance Incentive

After determination of objectives, measures, expectations, and related fee distribution, the Contractor and DOE shall execute Performance Incentives and incorporate them into Section J, Appendix D, for each incentive. The Performance Incentives set forth the agreed upon criteria/specification for acceptable performance of such objectives, measures, and expectations. The criteria/specifications set forth in the Performance Incentives should be mutually agreed to by both DOE and the Contractor. In the event the parties cannot mutually agree, the final decision shall be made at the unilateral discretion of the RL Manager.

C. Interference

In the event the Contractor believes the DOE has interfered with its ability to meet specific performance incentives, it may present evidence to support this position along with a proposed adjustment to the RL Manager. The RL Manager will make a determination and provide a copy of that determination to the Contractor. The determination will be at the unilateral discretion of the RL Manager.

This Contract contains Performance Based Incentives (PBIs) that provide the opportunity for the Contractor to earn fee. A change of conditions, circumstances, funding, or assumptions which impact Contractor's ability to meet a PBI will constitute a change under Section I Clause, FAR 52.243-2, *Changes—Cost Reimbursement (AUG 1987) Alternate II (APR 1984)*, and will be processed to subsections (b) through (e) thereof in a timely manner, when such changes are beyond the Contractor's reasonable control. For the purpose of changes hereunder the reference to "fixed-fee" in the Section I Clause will be considered to be a reference to PBI/fee.

D. Changes

The parties agree that changes to conditions, circumstances, funding, or assumptions beyond the control of the Contractor, including but not limited to those identified below will constitute a change. Even though an event/occurrence may arise, depending upon the issue and impacts, it may or may not result in an equitable adjustment under the contract.

1. Scope or requirements changes from the existing baseline, including
 - (i) DOE directive, order, or manual changes or DOE mandated interpretations of directive, manual or order implementation requirements.
 - (ii) Statutory or regulatory changes (e.g., Department of Energy Acquisition Regulations (DEAR), Federal Acquisition Regulations (FAR), Washington Administrative Code (WAC) permits, records of decision).

- (iii) Work scope modifications and responsibility (e.g., scope transfers from the Project Hanford Management Contractor (PHMC) to another contractor, scope transfers from another contractor or DOE to the PHMC, addition or deletion of scope by DOE or other government agency).
 - (iv) Pre-Existing conditions that result in a technical, schedule, or cost impact.
 - (v) Changes in anticipated facility conditions, waste or material volumes.
2. Changes in funding or timeliness of funding receipt, including, reduction to contract funding profile by Project Baseline Summary (PBS) as documented in the baseline (excluding work for others values).
 3. Failure to meet government-furnished services or information (GFS/I) schedules as defined in Section C and in the Performance Incentives.
 4. Revisions to Tri-Party Agreement Milestones.
 5. Written direction from a DOE Official or failure to provide timely direction, which may have a demonstrable effect on the performance of the Contract, including documented technical assumptions.
 6. Actual escalation and taxes and plans "T&P" rates (including pension contributions) which are higher than the DOE directed or accepted rates in the Contractor's baseline planning assumptions.
 7. Force majeure.

NOTE: None of the above constitutes a deviation from the existing terms and conditions of the contract.

E. Calculation of Change Impact

1. DOE and the Contractor shall jointly determine the value of any baseline change by using a formula that calculates the difference between the baseline value of any component to a scope of work (e.g., labor rates) and the actual expenditures, forecasted costs, or actuarial assumptions made for said component tabulated for a specific time period.
2. DOE and the Contractor shall negotiate the value of any incremental work by:
 - (i) Agreeing to the time (duration and labor hours) needed to effect the change without consideration of whether scope is performed by existing or new resources.

- (ii) Agreeing to other associated costs (materials, subcontracts) needed to effect the change.

F. Equitable Adjustments

As identified in paragraph D., *Changes*, of this Clause, DOE agrees to provide a Contract adjustment when the Contractor demonstrates that an impact on performance occurred as a result of changed event or occurrence. The Contractor shall document the impacts of the contract changes in accordance with Section C Clauses, *Management Products and Controls*, and *Change Control*. Approved changes shall be accumulated until the cumulative value reaches \$3,000,000, upon which time the Contractor and DOE will negotiate a mutually acceptable contract adjustment. The negotiation for a contract adjustment may occur prior to reaching the \$3,000,000 total. Acceptable contract adjustments include:

1. Increase to contract funding levels equal to the cumulative value of approved changes;
2. Deletion of contract scope of a value equal to the cumulative value of approved changes;
3. Adjustment to contract performance incentives and fee allocations to maintain Contractor fee earnings potential.

To the extent practical, the Contractor shall establish mechanisms to collect costs associated with all approved changes. For Contract scope changes that are complete when the cumulative value of changes reaches \$3,000,000, the Contractor shall adjust the change value to reflect actual costs. The Contractor agrees to reduce the cumulative value if actual costs are less than the change estimate. DOE agrees to increase the cumulative value if actual costs are higher than the change estimate.

For changes that are estimated to cost the DOE less than \$100,000, the Contractor shall formally notify DOE of the expected impact, but will not be required to submit a Baseline Change Request (BCR) until the action is complete. Upon receipt of the Contractor notification of an impact, DOE may direct the Contractor to proceed with the action and accumulate costs, stop the action, or delay the action until a Contract change is approved in accordance with Section C. The Contractor shall not proceed with the change until directed by DOE. If DOE directs the Contractor to proceed with the action, the Contractor shall accumulate costs and submit a BCR for the actual costs incurred once the activity is complete.

G. Positive and Negative Incentives

Performance objectives, measures, and/or expectations have fee directly assigned to their accomplishment, or have a negative deduction from earned fee for failure to accomplish, as described within the PBI. If the negative level of performance is not surpassed, no fee

will be paid for these objectives, measures and/or expectations and further negative deduction will be made from other fees earned. In no event, however, would the aggregate of all negative deductions exceed the amount of fee earned for the given Fiscal Year (FY). Furthermore, for each FY the aggregate of all negative deductions actually invoked shall not exceed 20% of the total available fee in a given year for all PBIs. Nothing within this Clause is intended to limit the Government's rights pursuant to the Section I Clause entitled, DEAR 970.5215-3, *Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (JAN 2004) Alternate II (JAN 2004)*.

H. Accomplishment of Incentives

In order for any expectation to be considered performed, not only must it meet the criteria of the PBI, but the work must be accomplished within the approved cost and schedule thresholds specified in the PBI, as modified through the change control process.

I. Fee Re-Allocation due to Cancellation or Changes

If, for any reason, DOE cancels an objective, measure, and/or expectation, the fee attached to that objective, measure, and/or expectation shall be reallocated to a new objective, measure, and/or expectation or to existing other objectives, measures, and/or expectations or to both new and existing objectives, measures, and/or expectations. The decision as to the new objective, measure and/or expectation and/or the decision as to which existing objectives, measures, and/or expectations fee may be reallocated, is at DOE's unilateral discretion.

J. Provisional and Progress Fee Payment

Upon successful completion of a provisional or progress incentive payment event as defined in one of the specific performance incentives set forth in Section J, Appendix D, the Contractor shall request and receive Contracting Officer approval prior to drawing down fee from the payments cleared financing arrangement. The Contractor's request for payment shall occur no more frequently than once per month. If the Contractor fails to successfully complete the subsequent event upon which the provisional payment of fee is conditioned, the Contractor shall refund to the government the provisional payments it has received that are associated with the missed performance based event. The Contractor shall reimburse such overpayment to the Government upon demand, payable with interest in accordance with the Section I Clause entitled, FAR 52.232-17, *Interest (JUN 1996)*. Fee from the comprehensive, annual, and multi-year PBIs, which is unearned for failure to meet PBI requirements, is forfeited.

K. Superstretch Incentives

Performance incentives addressing superstretch goals should be developed prior to the beginning of the fiscal year, but may be developed and implemented during the term of the contract. The Contractor shall coordinate with the RL Manager or designee to identify superstretch goals. The fee for accomplishment of superstretch goals will be

paid from a share of the cost of the accelerated work and will be outside the fee pool identified in the Section B.4 Clause entitled, *Estimated Cost and Fee*. The accelerated work scope must be identified and authorized by a BCR approved by the RL Manager. The BCR shall document the scope, cost, and funding source necessary to incorporate the accelerated work scope into the baseline. The superstretch costs will be identified in the BCR and will include fee at the rate of up to 20% of the revised BCWS of the accelerated work scope. A copy of the performance incentive shall be attached to the BCR.

The BCR will be processed through the FH and RL integrated Change Control Boards. When the work is complete, a package documenting completion of the work will be prepared and submitted to DOE for approval. Approval of the completion package by DOE will authorize payment to the Contractor of the fee earned. The superstretch performance incentives must be performed in accordance with the cost and schedule criteria identified in the performance incentive. The cost savings must be realized through efficiencies and/or work scope deletions and not deferrals.

The use of superstretch incentives is at the sole discretion of the RL Manager.

L. Multi-Year Incentives

A multi-year performance based incentive is any PBI in which the requirements are established in one fiscal year but the final completion date extends into a future fiscal year.

H.34 SEGREGATION OF COSTS

- A. Whenever the contract contains both fixed-price and cost-type efforts, the Contractor shall maintain separate accounts for each unique contract type by Contract Line Item Number (CLIN), by task order, or other suitable accounting procedure of all incurred segregable costs of work allocable to the work effort directly related to each arrangement.
- B. Whenever the Contract contains a provision for an incentive for a portion of the work effort, the Contractor shall maintain separate accounts, by CLIN, work authorization, task order, or other suitable accounting procedure of all incurred segregable costs of work related to the incentive.
- C. The Contractor shall maintain all such accounts, required pursuant to the paragraphs above, in accordance with Section I Clauses entitled, DEAR 970.5204-3, *Access to and Ownership of Records (JUL 2005)* and DEAR 970.5232-3, *Accounts, Records and Inspection (DEC 2000)*, but, in no case, for a period of less than 3 years following the Government's determination of the applicable incentive fee.

H.35 PROVISIONAL PAYMENT OF FEE FOR COMPREHENSIVE AND ANNUAL PBI'S

- A. Provisional payments of fee may be paid before the final determination of fee. Such provisional payments may be made at the discretion of the Contracting Officer on a monthly basis up to a maximum amount for the fiscal year not-to-exceed 70% of the performance fee pool. DOE agrees to pay to the Contractor, at the discretion of the Contracting Officer, on a provisional basis an amount up to 10% of the annual performance fee pool in each of the first two calendar months of each Fiscal Year and 5% in each calendar month thereafter.
- B. The final fee determination will be made at the unilateral discretion of the Contracting Officer or RL Manager, as appropriate, in accordance with the fee clauses of this Contract. In the event overpayment results from the payment of fee on a provisional basis, the Contractor shall reimburse such overpayment to the Government upon demand, payable with interest in accordance with the Section I Clause entitled, FAR 52.232-17, *Interest (JUN 1996)*.
- C. Fee associated with multi-year incentives is not subject to this Clause.

H.36 EMPLOYEE PERFORMANCE INCENTIVES, REWARD AND RECOGNITION

The Contractor shall implement a merit based employee fee sharing program to motivate and recognize employees and improve performance. The fee sharing program shall be in accordance with Fluor corporate practices.

H.37 RESERVED

H.38 RESERVED

H.39 RESERVED

H.40 INDIRECT COST ALLOCATIONS

For the base contract and any extension thereof, allocations of home office and corporate office general and administrative (G&A) expenses are unallowable for the Prime Contractor and Assigned Personnel (under teaming arrangements). Such indirect costs may only be allowable when a directly benefiting relationship to the DOE program is demonstrated and approved by the Contracting Officer.

H.41 AUTHORIZATION AGREEMENTS

In accordance with the Integrated Environment, Safety and Health Management System Description, initial Authorization Agreements (AAs) will be developed by FH, approved by RL, and subsequently maintained by FH. The purpose of an AA is to serve as a mechanism whereby

the U.S. Department of Energy, Richland Operations Office (RL) and Fluor Hanford, Inc., (FH) jointly clarify terms and the key conditions for conducting work safely and efficiently in a facility. The AAs shall be developed and maintained for all facilities as deemed necessary by RL. Approved AAs shall be reviewed annually by FH and updated as necessary to incorporate documents approved by DOE or other regulators. In addition, approved AAs will be updated and approved by RL when major changes occur requiring substantial revisions, additions or deletions to the content of the AA. Documentation of annual review and updated AAs documenting other changes will be submitted to RL for information. RL may direct their approval on any revision after review. The AAs will not alter any terms and conditions of the Project Hanford Management Contract (PHMC) and do not impose on FH any liabilities, fines, or penalties not already imposed under the terms and conditions of the PHMC and current statutes, rules, regulations and ordinances.

H.42 RESERVED

H.43 LOBBYING RESTRICTION (*ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 1999*)

The Contractor or Awardee 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 the U.S. Congress, other than to communicate to members of Congress as described in Chapter 1913 of Title 18 United States Code . This restriction is in addition to those prescribed elsewhere in statute and regulations.

H.44 LOBBYING RESTRICTION (*DEPARTMENT OF INTERIOR & RELATED AGENCIES APPROPRIATIONS ACT, 1999*)

The Contractor or Awardee agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulations.

H.45 TRAVEL RESTRICTIONS

- A. For Contractor travel expenses incurred during each fiscal year, a ceiling limitation as set forth in the annual direction letter from the Contracting Officer shall apply to all reimbursements made for Contractor travel expenses, funded by the *Energy and Water Development Appropriations Act* under this Contract. Expended funds which exceed the established ceiling will be unallowable unless otherwise authorized by the Contracting Officer.
- B. Some travel costs are exempt from the ceiling, examples are:
 - 1. Travel performed under work for others agreements;
 - 2. Travel of subcontractors;

3. Travel of non-DOE users to participate in experiments at DOE-user facilities;
 4. Travel costs of travel management centers;
 5. Travel costs fund by other appropriations;
 6. Relocation costs;
 7. Costs of workshops/seminars (other than travel costs), such as, rental of meeting rooms, public address equipment, speakers' fees;
 8. Registration costs of training classes.
 9. Travel expenses within the Laboratory Directed Research and Development program; and
 10. Travel associated with recruitment.
- C. Notwithstanding any other provisions of the Contract or the source of funding, the Contractor further agrees that none of the funds obligated under the contract may be used to reimburse employee travel costs incurred during each fiscal year which exceed the rate and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code. To the extent that this contract provides elsewhere for the reimbursement of employee travel costs which exceed the rates and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code, costs which exceed these rates and amount will be unallowable. This restriction is in addition to those prescribed elsewhere in statute or regulation.
- D. Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:
- (i) Federal Travel Regulations (FTR) for travel within the 48 states;
 - (ii) Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States; or
 - (iii) Standardized Regulations (SR) for travel allowances in foreign areas.
- E. Subparagraph (C) does not incorporate the regulations cited above in their entirety. Only coverages in the referenced regulations addressing maximum per diem rates, definitions of lodging, meals, and incidental expenses, and special or unusual situations are applicable to Contractor travel.
- F. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

H.46 OCCUPATIONAL MEDICAL RECORDS AND RADIATION EXPOSURE RECORDS

The Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records (JUL 2005)* is implemented as follows, with respect to occupational health records and radiation exposure records:

All occupational health records generated during the performance of Hanford-related activities will be maintained by the Hanford Site Occupational Medical Contractor and are the property of DOE. All radiation exposure records generated during the performance of Hanford-related activities will be maintained by the Pacific Northwest National Laboratory (PNNL) and are the property of DOE.

H.47 WORKERS' COMPENSATION

Pursuant to State of Washington Revised Code (RCW) Title 51, the Department of Energy (DOE), Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract, including work of pre-selected subcontractors, be subject to the following:

- A. The terms of a Memorandum of Understanding (MOU) with the Washington Department of Labor and Industries (L&I) by which DOE has agreed to perform all functions required of self-insurers in the State of Washington. While this MOU is in effect, the Contractor is not required to pay for workers' compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.
- B. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer) such payroll records required by the workers' compensation laws of the State of Washington.
- C. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer), the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE pursuant to the workers' compensation laws of the State of Washington.
- D. The Contractor shall take such action, and only such action, as DOE (or other party as designated by the Contracting Officer) requests in connection with any accident reports, including assistance in the investigation and disposition of any claim thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- E. 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 is responsible for withholding appropriate employee contributions and forwarding on a timely basis these contributions plus the employer-matching amount to DOE.

- F. The worker's 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 self-insurance program that provides worker's compensation benefit coverage to Contractor employees under this Contract.
- G. 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 information for information and reporting purposes.
- H. The Contractor shall provide payroll record used by DOE in establishing the self-insurance claims reserves, and cooperate with any state audit.
- I. The Contractor shall submit to the Contracting Officer a yearly evaluation and analysis of worker's 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).
- J. The Contractor shall provide statutory worker's 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 worker's compensation laws.
- K. Time loss compensation shall be paid to injured workers in accordance with RCW Title 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, unless such compensation is otherwise required by an existing Hanford Site labor agreement.
- L. The Contractor shall develop and maintain a website with worker's compensation information that is available to employees.
- M. Employees shall receive information on the worker's compensation process when a claim is filed. This information shall include, but is not limited to, company contacts, approval needed for appointments, time off, etc.
- N. The Contractor shall submit ad hoc reports and other information as requested by DOE.
- O. The Contractor shall provide briefings to DOE, as requested.

H.48 RESERVED

H.49 ALTERNATIVE DISPUTE RESOLUTION

- 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:
1. Participate in a partnering workshop to be conducted by an experienced professional jointly agreed upon by the parties, and,
 2. Jointly select a “standing neutral” within 30 days of completion of the partnering workshop. 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. The specific Alternative Dispute Resolution (ADR) processes and procedures, as well as the processes for selecting the “standing neutral” will be determined at the partnering workshop.
- B. The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the RL Manager, and the President, Fluor Hanford, Inc. (FH):
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 an agreement cannot be reached through informal negotiations after 30 days, then such disagreement shall be referred to the “standing neutral,” pursuant to the procedures jointly developed in the partnering workshop.
 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 neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- C. Formal Complaint
- If the disputed issue is eligible to be brought pursuant to the Section I Clause entitled, FAR 52.233-1, *Disputes (JUL 2002) Alternate I (DEC 1991)* and is not resolved through the "standing neutral" process, no later than 30 days after the completion of said process or a determination that said process will not be invoked, either party may proceed under the Section I *Disputes* Clause,.

H.50 RESERVED

H.51 CONDITIONAL PAYMENT OF FEE (CPOF) SITE SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS

This Clause supplements Section I Clause, DEAR 970.5215-3, *Conditional Payment of Fee, Profit, and Other Incentives-Facility Management Contracts (JAN 2004), Alternate II (JAN 2004)*, by establishing site specific Environment, Safety and Health (ES&H), and security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with the provisions of Section I Clause, DEAR 970.5215-3, Alternate II. The site specific performance criteria/requirements contained herein will be reviewed periodically and may be modified by mutual agreement.

For the purposes of applying this Clause, the term “evaluation period” shall mean the October through March or April through September period in which the performance failure occurred. Failure to make corrective actions in a timely manner may constitute an independent basis for reductions being taken from subsequent 6-month evaluation periods.

Site Specific Performance Criteria/Requirements in Section I Clause, DEAR 970.5215-3, Alternate II for (c) Environment, Safety and Health (ES&H), and (d) Safeguarding Restricted Data and Other Classified Information are as follows:

- (c) *Environment, Safety and Health (ES&H)*
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved Integrated Safety Management System (ISMS) that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
- (i) Failure to report accurate data necessary to demonstrate regulatory compliance to enforceable regulations.
 - (ii) Occupational Safety and Health Administration (OSHA) Total Recordable Case Rate – Two consecutive quarters that the collective FH quarterly average exceeds 1.9 cases/200,000 hours.
 - (iii) OSHA Lost Work Day (Days Away from Work, or Restricted Work Days, or both) Case Rate – Two consecutive quarters that the collective FH quarterly average exceeds 0.8 cases/200,000 hours.
 - (iv) Missed Milestones – One or more *Hanford Federal Facility Agreement and Consent Order* (Tri-Party Agreement) missed milestone(s).
 - (v) Environmental Permit Violations – Two or more permit violations in a 12 month period.
 - (vi) Control of Radioactive Contamination –

- a) An event resulting in the loss of control of radioactive material to the public from FH-managed facilities/activities exceeding 20 times 10 CFR 835, Appendix E, values.
 - b) An event resulting in the estimated loss, damage and/or clean-up to property exceeding \$250,000.
 - c) A single occurrence in any 12-month period resulting in the skin contaminations of 5 or more individuals at a level exceeding the total contamination limits identified in 10 CFR 835, Appendix D.
 - d) A single event in which 5 or more individuals or 5 or more events in any 12-month period in which 1 or more individuals exceed confirmed internal depositions greater than 100 mRem.
 - e) Multiple radiological events at one or more facilities that in aggregate indicate a significant loss of radiological control.
- (vii) Control of Radiation Exposure –
- a) Radiation exposure to an individual exceeding 2.0 rem total effective dose equivalent in a year without prior DOE approval, or exposure to an individual exceeding any of the limits of 10 CFR 835.202, 835.206, 835.207, or 835.208.
 - b) Three or more individuals exceed confirmed internal depositions greater than 1.0 rem committed effective dose equivalent (CEDE) in any 12-month period.
- (viii) Technical Safety Requirement/Operational Safety Requirement Violation – Greater than 3 incidents at an individual nuclear facility/activity or greater than 10 incidents overall in any 12-month period.
- (ix) Positive Unreviewed Safety Question Determinations Not Self-Identified – Greater than 1 incident at an individual nuclear facility/activity or greater than 3 incidents overall in any 12-month period.
- (x) Criticality Safety Infraction Not Self-Identified – Greater than 1 incident at a nuclear facility/activity in any 12-month period.
- (xi) Transportation Safety – Two or more FH events, as defined by DOE Manual 231.1-2, *Occurrence Reporting and Processing of Operations Information*, Group 8, Criteria 1, 2 or 3 in any 12-month period.

(d) *Safeguarding Restricted Data and Other Classified Information*

- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Theft, loss or diversion of Category I or II special nuclear material (SNM) that is due to a failure or inadequacy of performance by the contractor.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
 - (i) Theft, loss or diversion of Category III or IV special nuclear material, or any non-SNM radioactive, sensitive, or dangerous material that is due to a failure or inadequacy of performance by the Contractor.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
 - (i) Negligent weapons or firearms-related incidents involving protective force operations/personnel (e.g., accidental weapons discharge, personal wounding).
 - (ii) Inventory differences of Category I/II/III SNM, or greater than 50g of Tritium, beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.

H.52 COUNTERINTELLIGENCE (CI) SITE SPECIFIC REQUIREMENTS

This Clause supplements the Section I Clause entitled, DEAR 970.5204-1, *Counterintelligence (DEC 2000)*, by establishing a site specific Counterintelligence (CI) Program through the authority of the *U.S. Department of Energy Richland Regional Office Site Counterintelligence Support Plan, Hanford Site CI Support Plan (SCSP)*. The Hanford Site CI Program is managed

and conducted by the DOE Office of Counterintelligence, Richland Regional Office (RLR-OCI). The Contractor agrees to fulfill the requirements of the Section I Clause by compliance with the DOE CI Program requirements defined in the SCSP. The SCSP will be incorporated into Section J, Appendix C of this Contract.

H.53 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS)

Subcontract reporting as required by the Section I Clause entitled, FAR 52.219-9, *Small Business Subcontracting Plan (JUL 2005)* shall be accomplished using the Electronic Subcontracting Reporting System (eSRS). This requirement will be flowed down to subcontractors where subcontracting plans and subcontracting reporting is a requirement.

H.54 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT 2000 (P.L. 106-398) (Funded via a Request for Services [RFS] – See Section C.5.10)

The Contractor shall provide support of the *Energy Employees Occupational Illness Compensation Act of 2000* (EEOICPA), established under Title XXXVI of the *National Defense Authorization Act of 2001* (Public Law 106-398). The Contractor shall provide access to records in accordance with the Section I Clause entitled, , *Access to and Ownership of Records (DEC 2000)*, in support of EEOICPA claims and the claim process under the EEOICPA.

- a) The Contractor shall provide support services as required to verify employment and other records, which provide pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees. In addition, the Contractor shall provide reports as directed by DOE. The Contractor is required to segregate and report costs associated with EEOICPA. (Some Hanford Site contractors will not have enough EEOICPA claims to incur costs above normal record management support).
- b) The Contractor shall provide an EEOICPA point of contact (POC); this employee must attend meetings as requested by the U.S. Department of Energy (DOE) Richland Operations Office (RL).
- c) The Contractor shall agree to the promulgation of new clauses or amendments of the Contractor Human Resource Management Programs that are currently found in DOE Order 350.1, Change 1, *Contractor Human Resource Management Programs*. Subsequent to such promulgation, the Contractor shall agree to incorporate all required clauses and negotiate the cost and resource impacts needed to implement these clauses. All communications with external agencies in relation to EEOICPA shall be coordinated through the RL POC.
- d) The *Federal Compensation Program Act* (FCPA) electronic reporting system will be provided to the Contractor.

- e) The Contractor shall provide and track the labor, materials, supplies, and management necessary to accomplish the following RL EEOICPA activities, for the Contractor and any named subcontractors;
 - a. Locate, retrieve and copy (2 copies) personnel and other program records, as requested;
 - b. Perform records research needed to complete U.S. Department of Labor (DOL) claims or to locate records needed to complete the claim;
 - c. Perform/coordinate records declassification activities required for the processing of claims forms;
 - d. Maintain FCPA information current on EEOICPA claims activities.
 - e. Ensure cost information is entered into the FCPA electronic reporting system by the 10th of each month.
 - f. Ensure that all EEOICPA claims received are completed, and returned to RL within 45 calendar days of the date entered into the FCPA electronic reporting system by DOE.

H.55 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

The Contractor shall comply with the initial implementation of the Section I clause entitled, FAR 52.204-9, *Personal Identity Verification of Contractor Personnel (JAN 2006)*, that includes the (PIV I) requirements for implementing Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. Compliance with additional follow-on criteria (PIV II) remains in abeyance pending clarification from DOE Headquarters and the resolution of issues concerning how PIV II will be deployed and integrated into existing physical and logical access systems.

The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

H.56 APPROVAL OF WAGE RATES (FAR 52.222-16) (FEB 1988) (MODIFIED)

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in Davis-Bacon work under this contract, must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the contract. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, neither the Contractor nor its subcontractors are released from obligations to pay respective employees at the required

overtime rates for any overtime actually worked. However, Contractor shall be deemed in compliance with this clause if it remains a signatory to Hanford Site Stabilization Agreement (HSSA) identified in Section H.31 “Hanford Site Stabilization Agreement” and incorporates the same or essentially the same requirements of Section H.31 in subcontracts involving Davis-Bacon Act work. (The HSSA establishes the straight time wage rates and overtime wage rates of labor categories described therein, including laborers and mechanics, as well as those labor classifications subject to the Davis-Bacon Act, for work performed under this Contract.) No wage or use-of-overtime pre-approvals are required as long as the rates are in accordance with the HSSA.

H.57 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS

Effective October 1, 2006, the Contractor will make its best effort to specify or deliver ENERGYSTAR[®] qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for ENERGYSTAR[®] at <http://www.energystar.gov/products> and FEMP at http://www.eere.energy.gov/femp/procurement/eep_requirements.cfm .

PART II – CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

TABLE OF CONTENTS

<u>CLAUSE</u>	<u>TITLE</u>	<u>PAGE</u>
I.1	FAR 52.202-1 DEFINITIONS (JULY 2004).....	1
I.2	DEAR 952.202-1 DEFINITIONS (MAR 2002).....	1
I.3	DEAR 970.5203-1 MANAGEMENT CONTROLS (MAY 2006)	2
I.4	FAR 52.203-3 GRATUITIES (APR 1984)	2
I.5	FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)	3
I.6	FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) ALT. I (OCT 1995)	4
I.7	FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)	4
I.8	FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	6
I.9	FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997).....	6
I.10	FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005).....	8
I.11	DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	14
I.12	DEAR 970.5204-1 COUNTERINTELLIGENCE (DEC 2000)	14
I.13	DEAR 952.204-2 SECURITY (MAY 2002).....	14
I.14	DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000).....	17
I.15	DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005).....	18
I.16	FAR 52.204-4 PRINTED OR COPIED ON RECYCLED PAPER (AUG 2000).....	20
I.17	FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	21
I.18	FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)	24
I.19	DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)	24
I.20	DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994).....	25
I.21	DEAR 970.5204-92 LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (MAY 2000).....	25

I.22	DEAR 970.5208-1 PRINTING (DEVIATION) (MONTH AND YEAR TBE).....	26
I.23	DEAR 952.208-7 TAGGING OF LEASED VEHICLES (APR 1984).....	26
I.24	FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (JULY 2004)	27
I.25	FAR 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)	27
I.26	DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I (JUN 1997).....	28
I.27	FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000).....	31
I.28	DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES -- FACILITY MANAGEMENT CONTRACTS (JAN 2004) ALTERNATE II (JAN 2004)	32
I.29	FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997).....	39
I.30	FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997).....	39
I.31	FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997).....	41
I.32	FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)	42
I.33	FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004).....	42
I.34	FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997).....	43
I.35	FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005).....	43
I.36	FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)	43
I.37	DEAR 952.215-70 KEY PERSONNEL (DEC 2000).....	44
I.38	DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984)	44
I.39	FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)	45
I.40	FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005).....	47
I.41	FAR 52.219-10 INCENTIVE SUBCONTRACTING PROGRAM (OCT 2001)	53
I.42	FAR 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999).....	54
I.43	DEAR 952.219-70 DOE MENTOR-PROTEGE PROGRAM (MAY 2000).....	55
I.44	FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997).....	55

I.45	DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS--MANAGEMENT AND OPERATING CONTRACTS (DEC 2000).....	55
I.46	FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)	56
I.47	FAR 52.222-3 CONVICT LABOR (JUNE 2003).....	56
I.48	FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION. (JUL 2005)	57
	<i>The following contract clauses I.49 through I.59 shall apply as appropriate to construction work performed under this contract whether performed by the Contractor or a subcontractor:</i>	
	58
I.49	FAR 52.222-6 DAVIS-BACON ACT (JUL 2005)	58
I.50	FAR 52.222-7 WITHHOLDING OF FUNDS (FEB 1988).....	62
I.51	FAR 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988).....	62
I.52	FAR 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)	64
I.53	FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988).....	66
I.54	FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)	66
I.55	FAR 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988).....	67
I.56	FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988).....	68
I.57	FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988).....	68
I.58	FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988).....	68
I.59	FAR 52.222-17 LABOR STANDARDS FOR CONSTRUCTION WORK --FACILITIES CONTRACTS (FEB 1988).....	68
I.60	FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)	69
I.61	FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	70
I.62	FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002).....	70
I.63	FAR 52-222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999).....	72
I.64	FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001).....	78
I.65	FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998).....	82
I.66	FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)	83

I.67	FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)	85
I.68	FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005) ..	87
I.69	FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989).....	96
I.70	FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989).....	96
I.71	FAR 52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE (MAY 1989)	97
I.72	DEAR 970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)	98
I.73	DEAR 970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM (MAR. 2003)	100
I.74	FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995)	101
I.75	DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)	103
I.76	FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)	104
I.77	FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)	104
I.78	FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)	105
I.79	FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995).....	105
I.80	FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003).....	105
I.81	FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)	107
I.82	FAR 52.224-2 PRIVACY ACT (APR 1984)	107
I.83	DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994).....	108
I.84	FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES (JUN 2003).....	109
I.85	FAR 52.225-8 DUTY-FREE ENTRY (FEB 2000).....	110
I.86	FAR 52.225-9 BUY AMERICAN ACT CONSTRUCTION MATERIALS (JAN 2005).....	112
I.87	FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006).....	115
I.88	FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000).....	116
I.89	DEAR 970.5226-1 DIVERSITY PLAN (DEC 2000)	117

I.90	DEAR 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000).....	118
I.91	DEAR 970.5226-3 COMMUNITY COMMITMENT (DEC 2000).....	118
I.92	DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997).....	118
I.93	DEAR 970.5227-1 RIGHTS IN DATA FACILITIES (DEC 2000) (DEVIATION).....	119
I.94	DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002).....	125
I.95	DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)	126
I.96	DEAR 970.5227-6 PATENT INDEMNITY - SUBCONTRACTS (DEC 2000).....	126
I.97	DEAR 970.5227-7 ROYALTY INFORMATION (DEC 2000).....	126
I.98	DEAR 970.5227-8 REFUND OF ROYALTIES (AUG 2002).....	127
I.99	DEAR 970.5227-11 PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, FOR-PROFIT CONTRACTOR, NON-TECHNOLOGY TRANSFER (DEC 2000)	128
I.100	FAR 52.227-23 RIGHTS TO PROPOSAL DATA (JUNE 1987).....	136
I.101	DEAR 970.5228-1 INSURANCE – LITIGATION AND CLAIMS (MAR 2002).....	136
I.102	DEAR 970.5229-1 STATE AND LOCAL TAXES (DEC 2000)	139
I.103	FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)	140
I.104	FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)	142
I.105	DEAR 970.5231-4 PREEXISTING CONDITIONS (DEC 2000) ALTERNATE I (DEC 2000)	151
I.106	DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000) ALTERNATE II (DEC 2000).....	151
I.107	DEAR 970.5232-6 WORK FOR OTHERS FUNDING AUTHORIZATION (DEC 2000).....	153
I.108	DEAR 970.5232-7 FINANCIAL MANAGEMENT SYSTEM (DEC 2000)	153
I.109	FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)	153
I.110	FAR 52.232-17 INTEREST (JUN 1996).....	154
I.111	FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)	154
I.112	FAR 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986).....	157
I.113	FAR 52.232-25 PROMPT PAYMENT (OCT 2003)	157
I.114	FAR 52.233-1 DISPUTES (JULY 2002) - ALTERNATE I (DEC 1991).	162

I.115	FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985).....	164
I.116	FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	165
I.117	DEAR 970.5236-1 GOVERNMENT FACILITY SUBCONTRACT APPROVAL (DEC 2000)	165
I.118	FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)	165
I.119	FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984).....	166
I.120	FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991).....	167
I.121	FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	167
I.122	FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)	168
I.123	FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)	169
I.124	FAR 52.242-13 BANKRUPTCY (JUL 1995).....	170
I.125	FAR 52.242-15 STOP-WORK (AUGUST 1989) ALTERNATE I (APR 1984).....	170
I.126	FAR 52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984)	171
I.127	FAR 52.244-2 SUBCONTRACTS (AUG 1998) ALT I (JAN 2006)	172
I.128	FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)	175
I.129	FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006).....	175
I.130	DEAR 970.5245-1 PROPERTY (DEC 2000)	176
I.131	FAR 52.245-18 SPECIAL TEST EQUIPMENT (FEB 1993).....	181
I.132	FAR 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984).....	182
I.133	FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003).....	182
I.134	FAR 52.247-64 FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006).....	183
I.135	FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006).....	186
I.136	DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000).....	186
I.137	RESERVED.....	186
I.138	FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	186
I.139	FAR 52.249-14 EXCUSABLE DELAYS (APR 1984).....	191
I.140	DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996).....	191

I.141	FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)	195
I.142	FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991)	195
I.143	FAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)	196
I.144	FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	197
I.145	FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)	197
I.146	CLASSIFIED INVENTIONS – SPECIAL CLASSIFIED INVENTIONS.....	197
	<i>The following contract clauses I.147 through I.167 shall apply as appropriate to fixed price construction, dismantling, demolition, or removal of improvements work performed under this contract whether performed by the Contractor or a subcontractor.</i>	<i>198</i>
I.147	FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)	198
I.148	FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984).....	198
I.149	FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)	198
I.150	FAR 52.236-4 PHYSICAL DATA (APR 1984)	199
I.151	FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)	199
I.152	FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984).....	199
I.153	FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)	200
I.154	FAR 52.236-8 OTHER CONTRACTS (APR 1984).....	200
I.155	FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984).....	200
I.156	FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984).....	201
I.157	FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) ...	201
I.158	FAR 52.236-12 CLEANING UP (APR 1984)	202
I.159	FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991).....	202
I.160	FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)	203
I.161	FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)	203
I.162	FAR 52.236-16 QUANTITY SURVEYS (APR 1984)	204
I.163	FAR 52.236-17 LAYOUT OF WORK (APR 1984)	204
I.164	FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) (ALT. I) (FEB 1997).....	204

I.165 FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995).....206
I.166 FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)206
I.167 FAR 52.242-14 SUSPENSION OF WORK (APR 1984)206

I.1 FAR 52.202-1 DEFINITIONS (JULY 2004)

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

The solicitation, or amended solicitation, provides a different definition;

The contracting parties agree to a different definition;

The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

The word or term is defined in FAR Part 31, for use it the cost principles and procedures.

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

I.2 DEAR 952.202-1 DEFINITIONS (MAR 2002).

- (a) *Head of Agency* means: (i) The Secretary; (ii) Deputy Secretary; (iii) Under Secretaries of the Department of Energy and (iv) the Chairman, Federal Energy Regulatory Commission.
- (b) The following shall be added as paragraphs (h) and (i) except that they will be designated paragraphs (g) and (h) if Alternate I of the FAR clause is used.
- (h) The term *DOE* means the Department of Energy, *FERC* means the Federal Energy Regulatory Commission, and *NNSA* means the National Nuclear Security Administration.
- (i) The term *Senior Procurement Executive* means, for DOE:

Department of Energy - Director, Office of Procurement and Assistance Management,
DOE;

National Nuclear Security Administration - Administrator for Nuclear Security, NNSA;
and

Federal Energy Regulatory Commission - Chairman, FERC.

[49 FR 12042, Mar. 28, 1984, as amended at 50 FR 12185, Mar. 27, 1985; 62 FR 2310, Jan. 16, 1997; 67 FR 14871 Mar. 28, 2002]

I.3 DEAR 970.5203-1 MANAGEMENT CONTROLS (MAY 2006)

- (a)(1) The contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted by management to reasonably ensure that: the mission and functions assigned to the contractor are properly executed; efficient and effective operations are promoted including consideration of outsourcing of functions; resources are safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports necessary to maintain accountability and managerial control are accurate, reliable, and timely.

[71 FR 16241, Mar. 31, 2006]

- (2) The systems of controls employed by the contractor shall be documented and satisfactory to DOE.
- (3) Such systems shall be an integral part of the contractor's management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.
- (4) The contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively.
- (b) The contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.

I.4 FAR 52.203-3 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
 - (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) 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 provided by law or under this contract.

I.5 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

“Bona fide employee,” as used in this clause, means a person, employed by a Contractor and subject to the Contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

“Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

“Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

I.6 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) ALT. I (OCT 1995)

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

I.7 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

- (a) Definitions.

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
 - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
 - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
 - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed the subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

- (5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

I.8 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--
- (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--
- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.9 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or

designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be --
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
 - (3) For cost-plus-award-fee contracts --
 - (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
 - (4) For fixed-price-incentive contracts, the Government may --
 - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
 - (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

I.10 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

a) *Definitions.*

“Agency,” as used in this clause, means executive agency as defined in 2.101.

“Covered Federal action,” as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

“Indian tribe” and “tribal organization,” as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B) and include Alaskan Natives.

“Influencing or attempting to influence,” as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

“Local government,” as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

“Officer or employee of an agency,” as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

“Person,” as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Reasonable compensation,” as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment,” as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient,” as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Regularly employed,” as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State,” as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibitions.*

- (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- (3) The prohibitions of the Act do not apply under the following conditions:
 - (i) Agency and legislative liaison by own employees.
 - (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

- (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action --
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (E) Only those agency and legislative liaison activities expressly authorized by paragraph (b)(3)(i) of this clause are permitted under this clause.
- (ii) *Professional and technical services.*
- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--
- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, “professional and technical services” shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client’s proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
 - (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
 - (D) Only those professional and technical services expressly authorized by paragraph (b)(3)(ii) of this clause are permitted under this clause.
- (4) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.
- (c) *Disclosure.*
- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
 - (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information

contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes --

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) *Agreement.* The Contractor agrees not to make any payment prohibited by this clause.
- (e) *Penalties.*
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
 - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.11 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

- (a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.
- (b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.12 DEAR 970.5204-1 COUNTERINTELLIGENCE (DEC 2000)

- (a) The contractor shall take all reasonable precautions in the work under this contract to protect DOE programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 5670.3, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.
- (b) The contractor shall appoint a qualified employee(s) to function as the Contractor Counterintelligence Officer. The Contractor Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of employees traveling to foreign countries or interacting with foreign nationals; providing thoroughly documented written reports relative to targeting, suspicious activity and other matters of Counterintelligence interest; immediately reporting targeting, suspicious activity and other Counterintelligence concerns to the DOE Headquarters Counterintelligence Division; and providing assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmental Counterintelligence requirements.

I.13 DEAR 952.204-2 SECURITY (MAY 2002)

- (a) *Responsibility.* It is the contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract, the contractor shall identify the items and types or categories of matter proposed for

retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

- (b) *Regulations.* The contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) *Definition of classified information.* The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) *Definition of restricted data.* The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) *Definition of formerly restricted data.* The term "*Formerly Restricted Data*" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
- (f) *Definition of National Security Information.* The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.
- (g) *Definition of Special Nuclear Material (SNM).* *SNM* means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) *Security clearance of personnel.* The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the

laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12356.)

- (j) Foreign Ownership, Control or Influence.
- (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.
 - (2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
 - (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.
 - (4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.
 - (5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

I.14 DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)

- (a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and Regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting officer shall decide whether to revise List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, ``Changes."''
- (c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled ``Integration of Environment, Safety, and Health into Work Planning and Execution."'' When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.
- (d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

- (e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

I.15 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of the contract.
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause. [The contracting officer shall identify which of the following categories of records will be included in the clause.]
 - (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.
 - (2) Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
 - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and
 - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
 - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or

commercialization plans, and all related documents, notes and correspondence.

- (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract in the possession of the contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the contracting officer, the contractor shall deliver such records to a location specified by the contracting officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- (f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the contractor. In addition, the contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.
- (g) Subcontracts. The contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:

- (1) The value of the subcontract is greater than \$2 million (unless specifically waived by the contracting officer);
- (2) The contracting officer determines that the subcontract is, or involves, a critical task related to the contract; or
- (3) The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause

I.16 FAR 52.204-4 PRINTED OR COPIED ON RECYCLED PAPER (AUG 2000)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper. "Recovered material", for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as--
 - (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

- (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (1) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (2) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent post consumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent post consumer material. This lesser standard should be used only when paper meeting the 30 percent post consumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

I.17 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record “Active”.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).

- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
 - (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.18 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

I.19 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy

to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

I.20 DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994)

- (a) In connection with any activities in the performance of this contract, the Contractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this contract, relating to those countries, which may from time to time, be identified to the Contractor by written notice as sensitive foreign nations. The Contractor shall have the right to terminate its performance under this contract upon at least 60 days' prior written notice to the Contracting Officer if the Contractor determines that it is unable, without substantially interfering with its policies or without adversely impacting its performance to continue performance of the work under this contract as a result of such notification. If the Contractor elects to terminate performance, the provisions of this contract regarding termination for the convenience of the Government shall apply.
- (b) The provisions of this clause shall be included in any subcontracts.

I.21 DEAR 970.5204-92 LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (MAY 2000)

- (a) The Contractor is not liable to the Government for increased costs or interest resulting from its failure to comply with the clauses of this contract entitled, "Cost Accounting Standards," and "Administration of Cost Accounting Standards," if its failure to comply with the clauses is caused by the Contractor's compliance with published DOE financial management policies and procedures or other requirements established by the Department's Chief Financial Officer or Procurement Executive.

- (b) The Contractor is not liable to the Government for increased costs or interest resulting from its subcontractors' failure to comply with the clauses at FAR 52.230-2, "Cost Accounting Standards," and FAR 52.230-6, "Administration of Cost Accounting Standards," if the Contractor includes in each covered subcontract a clause making the subcontractor liable to the Government for increased costs or interest resulting from the subcontractor's failure to comply with the clauses; and the Contractor seeks the subcontract price adjustment and cooperates with the Government in the Government's attempts to recover from the subcontractor.

I.22 DEAR 970.5208-1 PRINTING (DEVIATION) (MONTH AND YEAR TBE)

- (a) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. However, the contractor may engage in printing (1) of individual orders, costing not more than \$1000 which is not of a continuing or repetitive nature and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, or (2) from other sources specifically authorized by law
- (b) The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items produced by such processes.
- (c) If fulfillment of the contract will necessitate printing not authorized in paragraph (a) of this clause, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO, or a Joint Committee on Printing authorized federal printing plant.
- (d) Printing services not obtained in compliance with this clause will result in the cost of such printing being disallowed.
- (e) The contractor will include in each of his subcontracts hereunder a clause substantially the same as this clause including this paragraph (e).

I.23 DEAR 952.208-7 TAGGING OF LEASED VEHICLES (APR 1984)

- (a) DOE intends to use U.S. Government license tags.

While it is the intention that vehicles leased hereunder shall operate on Federal tags, the DOE reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the Contractor shall furnish the DOE the documentation required by the State to acquire such tags.

I.24 FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (JULY 2004)

- (a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the Javits-Wagner-O'Day Act (JWOD) (41 U.S.C. 48). Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.
- (b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or a JWOD central nonprofit agency has authorized purchase from other sources.
- (c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for JWOD central nonprofit agencies are:

- (1) National Industries for the Blind (NIB)
1901 North Beauregard Street, Suite 200
Alexandria, VA 22311-1705
(703) 998-0770

- (2) NISH
2235 Cedar Lane
Vienna, VA 22182-5200
(703) 560-6800

I.25 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**I.26 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST
ALTERNATE I (JUN 1997)**

- (a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
 - (1) Use of Contractor's Work Product.
 - (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of "zero" (0) years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of

another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

- (ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.
 - (iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.
- (2) Access to and use of information.
- (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:
 - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
 - (ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

- (iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.
- (c) Disclosure after award.
 - (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
 - (2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.
- (f) Subcontracts.
 - (1) The contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.
 - (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential

organizational conflict of interest is identified, the contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the contractor. If the conflict cannot be avoided or neutralized, the contractor must obtain the approval of the DOE contracting officer prior to entering into the subcontract.

I.27 FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

(a) Definitions.

As used in this clause--

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means--

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
 - (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

**I.28 DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES -- FACILITY MANAGEMENT CONTRACTS (JAN 2004)
ALTERNATE II (JAN 2004)**

(a) *General.*

- (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon:
 - (i) The contractor's or contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and
 - (ii) The contractor's or contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.
- (2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.
- (3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, "Security" and "Laws, Regulations, and DOE Directives," as well as in other terms and conditions.
- (4) If the contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract pursuant to the clause of this contract entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount," otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the contracting officer.

(b) *Reduction Amount.*

- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

- (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

- (3) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).
 - (i) Degree of control the contractor had over the event or incident.
 - (ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.
 - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
 - (v) Contractor demonstration to the contracting officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).
 - (vi) Event caused by "Good Samaritan" act by the contractor (e.g., offsite emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.

- (4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.
- (ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the contractor's share of cost savings that is otherwise earned during the evaluation period.
- (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the contracting officer or fee determination official as otherwise payable based on the contractor's performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.
- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned (provisionally or otherwise), the contractor shall immediately return the excess to the Government. (What the contractor "has earned" reflects any reduction made under this or any other clause of the contract.)
- (v) At the end of the contract:
- (A) The Government will pay the contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned exceeds the sum of the payments the contractor has received; or

- (B) The contractor shall return to the Government the amount by which the sum of the payments the contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned. (What the contractor "has earned" reflects any reduction made under this or any other clause of the contract.)
- (c) *Environment, Safety and Health (ES&H)*. Performance failures occur if the contractor does not comply with the contract's ES&H terms and conditions, including the DOE approved contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:
- (1) First Degree: Performance failures that are most adverse to ES&H. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.
 - (i) Type A accident (defined in DOE Order 225.1A).
 - (ii) Two Second Degree performance failures during an evaluation period.
 - (2) Second Degree: Performance failures that are significantly adverse to ES&H. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:
 - (i) Type B accident (defined in DOE Order 225.1A).
 - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
 - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.
 - (3) Third Degree: Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
 - (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or

reported per DOE Order 232.1A requirements; or internal oversight of DOE Order 440.1A requirements.

- (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
 - (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
 - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.
- (d) *Safeguarding Restricted Data and Other Classified Information.* Performance failures occur if the contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or

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

- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
 - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
 - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

- (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) *Minimum requirements for specified level of performance.*
- (1) At a minimum the contractor must perform the following:
 - (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the Statement of Work, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
 - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
 - (iii) All other requirements at a level of performance such that the total performance of the contract is not jeopardized.
 - (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Statement of Work, Work Authorization Directive, or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (f) *Minimum requirements for cost performance.*
- (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
 - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

- (3) The contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

I.29 FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications

I.30 FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--
 - (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
 - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
 - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--
- (1) The actual subcontract; or
 - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if--

- (A) The understated data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

I.31 FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

- (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

I.32 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

- (a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.
- (b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.
- (c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

I.33 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

- (a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.
- (b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be—
 - (1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and
 - (2) For contracts and subcontracts that are not subject to full coverage under CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

- (c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR [Subpart 31.2](#).
- (d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(g\)](#).

I.34 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

I.35 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

- (a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.
- (b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.
- (c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

I.36 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.37 DEAR 952.215-70 KEY PERSONNEL (DEC 2000)

- (a) The personnel listed below or elsewhere in this contract [See Appendix A] are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

I.38 DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984)

- (a) Notwithstanding any other provision of the contract, the prior approval of the Contracting Officer shall be obtained when, in performance of this contract, the Contractor acquires or proposes to acquire use of real property by:

- (1) Purchase, on the Government's behalf or in the Contractor's own name, with title eventually vesting in the Government.
 - (2) Lease, and the Government assumes liability for, or will otherwise pay for the obligation under the lease as a reimbursable contract cost.
 - (3) Acquisition of temporary interest through easement, license or permit, and the Government funds the entire cost of the temporary interest.
- (b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the Contracting Officer.
- (c) The substance of this clause, including this paragraph (c), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

I.39 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) *Definitions.* As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer, that--

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

I.40 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)

- (a) This clause does not apply to small business concerns.
- (b) *Definitions.* As used in this clause--

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business,

veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of --
 - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
 - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
 - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
 - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
 - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --
 - (i) Small business concerns,

- (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns, and
 - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --
- (i) Small business concerns;
 - (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns; and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

- (9) Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will --
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
 - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
 - (iv) Ensure that its subcontractors agree to submit SF 294 and 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

- (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --
 - (A) Whether small business concerns were solicited and if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
 - (F) Whether women-owned small business concerns were solicited and if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through--
 - (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --
- (1) The master plan has been approved;
 - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

- (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with --
- (1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or
 - (2) An approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) *Standard Form 294, Subcontracting Report for Individual Contracts*. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
 - (2) *Standard Form 295, Summary Subcontract Report*. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

I.41 FAR 52.219-10 INCENTIVE SUBCONTRACTING PROGRAM (OCT 2001)

- (a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone

small business, small disadvantaged business, and women-owned small business concerns, respectively.

- (b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBzone small business, and women-owned small business concerns in performing this contract, it will receive ___ of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (*e.g.*, a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.
- (c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

**I.42 FAR 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN
(JAN 1999)**

- (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion, or in the case of a commercial product plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good

faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled "Disputes," from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

I.43 DEAR 952.219-70 DOE MENTOR-PROTEGE PROGRAM (MAY 2000)

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by 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 their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

I.44 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

I.45 DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS-- MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)

When negotiating collective bargaining agreements applicable to the work force under this contract, the Contractor shall use its best efforts to ensure such agreements 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 DOE-owned site which will affect the continuity of operation of the facility.

I.46 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 12% of total payroll or the overtime premium is paid for work--
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
 - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (c) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.47 FAR 52.222-3 CONVICT LABOR (JUNE 2003)

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed

by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

- (b) The Contractor is not prohibited from employing persons--
- (1) On parole or probation to work at paid employment during the term of their sentence;
 - (2) Who have been pardoned or who have served their terms; or
 - (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--
 - (i) The worker is paid or is in an approved work training program on a voluntary basis;
 - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
 - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
 - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
 - (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

I.48 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION. (JUL 2005)

- (a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated

damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.
- (d) *Payrolls and basic records.*
- (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
 - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

The following contract clauses I.49 through I.59 shall apply as appropriate to construction work performed under this contract whether performed by the Contractor or a subcontractor:

I.49 FAR 52.222-6 DAVIS-BACON ACT (JUL 2005)

- (a) *Definition.*—“Site of the work”—

- (1) Means--
 - (i) The *primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and
 - (ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is—
 - (A) Located in the United States; and
 - (B) Established specifically for the performance of the contract or project;
 - (2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—
 - (i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and
 - (ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;
 - (3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.
- (b)
- (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the

Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

- (2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
- (3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c)

- (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.

- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:
- Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210
- The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The

Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

I.50 FAR 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

I.51 FAR 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the

Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--
 - (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
 - (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

I.52 FAR 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

(a) *Apprentices.*

- (1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
 - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
 - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
- (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
- (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) *Trainees.*
- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.
 - (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
 - (3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**I.53 FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS
(FEB 1988)**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

I.54 FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

- (a) *Definition.* “Construction, alteration or repair,” as used in this clause means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (2) Painting and decorating;
 - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
 - (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the “site of work” definition; and
 - (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the “site of the work” definition).
- (b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—
- (1) Davis-Bacon Act;
 - (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the clause is included in this contract);
 - (3) Apprentices and Trainees;
 - (4) Payrolls and Basic Records;

- (5) Compliance with Copeland Act Requirements;
 - (6) Withholding of Funds;
 - (7) Subcontracts (Labor Standards);
 - (8) Contract Termination – Debarment;
 - (9) Disputes Concerning Labor Standards;
 - (10) Compliance with Davis-Bacon and Related Act Regulations; and
 - (11) Certification of Eligibility.
- (c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).
- (d)
- (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.
 - (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
- (e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

I.55 FAR 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

I.56 FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

I.57 FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.58 FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR (a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I.59 FAR 52.222-17 LABOR STANDARDS FOR CONSTRUCTION WORK -- FACILITIES CONTRACTS (FEB 1988)

- (a) In the event that construction, alteration, or repair (including painting and decorating) of public buildings or public works is to be performed hereunder, the Contractor shall comply with the following listed clauses of the Federal Acquisition Regulation in performance of such work:
 - (1) Contract Work Hours and Safety Standards Act - Overtime Compensation at 52.222-4.
 - (2) Davis-Bacon Act at 52.222-6.
 - (3) Withholding of Funds at 52.222-7.
 - (4) Payrolls and Basic Records at 52.222-8.
 - (5) Apprentices and Trainees at 52.222-9.

- (6) Compliance With Copeland Act Requirements at 52.222-10.
 - (7) Subcontracts (Labor Standards) at 52.222-11.
 - (8) Contract Termination--Debarment at 52.222-12.
 - (9) Compliance with Davis-Bacon Act and Related Act Regulations at 52.222-13.
 - (10) Disputes Concerning Labor Standards at 52.222-14.
 - (11) Certification of Eligibility at 52.222-15.
- (b) Upon determination by the Contracting Officer that the Davis-Bacon Act is applicable to any item of work to be performed hereunder, a determination of the prevailing wage rates shall be incorporated into the contract by modification.
 - (c) No construction, alteration, or repair (including painting and decorating) of public buildings or public works shall be performed under this contract without incorporation of the wage determination unless the Contracting Officer authorizes the start of work because of unusual or emergency situations, in which case the wage determination shall be incorporated as soon as possible and made retroactive to the start of the work.

I.60 FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

I.61 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.62 FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002)

- (a) *Definition.* “United States,” as used in this clause, 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) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
 - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --
 - (i) Employment;

- (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be

canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

- (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
 - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

I.63 FAR 52-222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

- (a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

- (1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

- (3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and
 - (4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).
- (b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.
- (c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.
- (d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
- (e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.
- (f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- (g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:
- (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.
 - (2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.
 - (4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

- (6) Disseminate the Contractor's equal employment policy by--
 - (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
 - (ii) Including the policy in any policy manual and in collective bargaining agreements;
 - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
 - (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
 - (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.
 - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
 - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
 - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
 - (15) Maintain a record of solicitations for subcontracts for minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.
- (h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a Contractor association, joint Contractor-union, Contractor-community, or similar group of which the Contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided, the Contractor--
- (1) Actively participates in the group;
 - (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
 - (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
 - (4) Makes a good-faith effort to meet its individual goals and timetables; and
 - (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- (i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- (j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- (m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.
- (n) The Contractor shall designate a responsible official to--
 - (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
 - (2) Submit reports as may be required by the Government; and
 - (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.
- (o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the

hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

I.64 FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

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

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor’s organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Executive and top Management” means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran” means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran’s ability to prepare for, obtain, or retain employment consistent with the veteran’s abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

“Veteran of the Vietnam era” means a person who –

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
 - (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed---
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases.
- (b) *General.*
- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the

Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as --

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rate of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) *Listing openings.*
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
 - (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment

source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) *Postings.*
 - (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
 - (2) The employment notices shall--
 - (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
 - (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
 - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).
 - (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.

- (f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**I.65 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
(JUN 1998)**

- (a) *General.*
 - (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as --
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.

- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) *Postings.*
- (1) The Contractor agrees to post employment notices stating --
 - (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
 - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
 - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.66 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on --

- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
 - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date--
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due, or
 - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C.4212 to identify themselves to the Contractor. The invitation shall state--
- (1) That the information is voluntarily provided;
 - (2) That the information will be kept confidential;
 - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
 - (4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

I.67 FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

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

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

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

National Labor Relations Board
Division of Information
1099 14th Street, N.W.

Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

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

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.68 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)

- (a) *Definitions.* "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, *et seq.*).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.
- (c) *Compensation.*
- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
- (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).
- (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.
- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be

furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

- (iv)
 - (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
 - (B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.
 - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed

by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.
- (e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) *Successor contracts.* If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a

character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) *Records.*
 - (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
 - (i) For each employee subject to the Act --
 - (A) Name and address and social security number;

- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
 - (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
 - (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
 - (k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after

authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

- (l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Act.
- (m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.
- (n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.
- (o) *Rulings and interpretations.* Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.
- (p) *Contractor's certification.*
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage

determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

- (s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**I.69 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	Wage-Fringe	Benefits
----------------	-------------	----------

**I.70 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
(MAY 1989)**

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351 et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
 - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour.

- (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.71 FAR 52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS APPLICABLE (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor Fluor Hanford, Inc. and the Union Building and Construction Trades Department AFL-CIO. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I.72 DEAR 970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)

- (a) For the purposes of this clause,
- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
 - (2) Employees include subcontractor employees.
- (b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:
- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
 - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
 - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed- upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority

for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum.

Documentation of the System shall describe how the contractor will:

- (1) Define the scope of work;
 - (2) Identify and analyze hazards associated with the work;
 - (3) Develop and implement hazard controls;
 - (4) Perform work within controls; and
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
 - (e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.
 - (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
 - (g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, 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, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

- (h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.
- (i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or -leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may require that the subcontractor submit a Safety Management System for the contractor's review and approval.

I.73 DEAR 970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM (MAR. 2003)

- (a) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13101 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.
- (b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.
- (c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.
- (d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply

function, construction or remodeling at the facility, or maintenance of the facility motor vehicle fleet. In situations in which the facility management contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties

- (e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

I.74 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995)

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material <i>(If none, insert "None")</i>	Identification No.
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparent successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard

No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or Subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's) meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document, which

accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

- (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.75 DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)

- (a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
 - (1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR part 707.
 - (2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
 - (3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

I.76 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

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

“Priority chemical” means a chemical identified by the interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical” means a chemical or chemical category in listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA
- (3) The list of Material Safety Data Sheets required by Section 311 of EPCRA
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Section 502 and 503 of Executive Order 13148.

I.77 FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

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

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

- (b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR part 247).

I.78 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.79 FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

I.80 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form

R filing and reporting requirements, the annual Form R throughout the life of the contract.

- (b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if --
- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - (3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - (4) The facility does not fall within Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (i) Major group code 10 (except 1011, 1081, and 1094).
 - (ii) Major group code 12 (except 1241).
 - (iii) Major group codes 20 through 39.
 - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - (5) The facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt --
- (1) The Contractor shall notify the Contracting Officer; and
 - (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall --

- (i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
 - (ii) Continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall --
- (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
 - (2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

I.81 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 USC 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

I.82 FAR 52.224-2 PRIVACY ACT (APR 1984)

- (a) The Contractor agrees to--
- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--
 - (i) The systems of records; and
 - (ii) The design, development, or operation work that the Contractor is to perform;
 - (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

- (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.
- (c)
 - (1) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
 - (2) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
 - (3) “System of records on individuals,” as used in this clause means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

I.83 DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)

- (a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).
- (b) The Contractor shall request the required OMB clearance from the Contracting Officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the Contracting Officer. The Contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the Contractor will be considered in accordance

with the clause entitled “Excusable Delays,” if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the Contracting Officer.

I.84 FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES (JUN 2003)

- (a) *Definitions.* As used in this clause—“Component” means an article, material, or supply incorporated directly into an end product.

“Cost of components” means— (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (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 end product.

“Domestic end product” means—v(1) An unmanufactured end product mined or produced in the United States; or (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

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

- (b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act Certificate.”

I.85 FAR 52.225-8 DUTY-FREE ENTRY (FEB 2000)

- (a) *Definition.* "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.
- (b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.
- (c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:
 - (1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--
 - (i) Foreign supplies;
 - (ii) Estimated amount of duty; and
 - (iii) Country of origin.
 - (2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.
 - (3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.
- (d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--
 - (1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and
 - (2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

- (e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.
- (f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.
- (g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the--
 - (1) Delivery address of the Contractor (or contracting agency, if appropriate);
 - (2) Government prime contract number;
 - (3) Identification of carrier;
 - (4) Notation "UNITED STATES GOVERNMENT, _____ [agency] _____, Duty-free entry to be claimed pursuant to Item No(s) _____ [from *Tariff Schedules*] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [*cognizant contract administration office*] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";
 - (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
 - (6) Estimated value in United States dollars.
- (h) The Contractor shall instruct the foreign supplier to--
 - (1) Consign the shipment as specified in paragraph (g) of this clause;
 - (2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and,
 - (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

- (i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--
 - (1) Foreign supplies;
 - (2) Country of origin;
 - (3) Contract number; and
 - (4) Scheduled delivery date(s).
- (j) The Contractor shall include the substance of this clause in any subcontract if--
 - (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or
 - (2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

I.86 FAR 52.225-9 BUY AMERICAN ACT CONSTRUCTION MATERIALS (JAN 2005)

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

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a 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 end product (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 end product.

"Domestic construction material" means--

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

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) "Domestic preference" means--

- (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows:
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) 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 requirements 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 or Balance of Payments Program 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 or Balance of Payments Program.
 - (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) 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 or Balance of Payments Program 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)(3)(i) of this clause.

- (3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.
- (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.87 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

Restriction on Certain Foreign Purchases (Feb 2006)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn/>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

I.88 FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

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

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian organization,” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

“Indian-owned economic enterprise,” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

“Interested party” means a prime Contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

- (b) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.
- (1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as

to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the--

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW, MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

- (2) The Contractor may request an adjustment under the Indian Incentive Program to the following:
 - (i) The estimated cost of a cost-type contract.
 - (ii) The target cost of a cost-plus-incentive-fee prime contract.
 - (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
 - (iv) The price of a firm-fixed-price prime contract.
 - (3) The amount of the equitable adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.
 - (4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.
- (c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer shall seek funding in accordance with agency procedures.

I.89 DEAR 970.5226-1 DIVERSITY PLAN (DEC 2000)

The Contractor shall submit a Diversity Plan to the contracting officer for approval within 90 days after the effective date of this contract (or contract modification, if appropriate). The contractor shall submit an update to its Plan annually or with its annual fee proposal. Guidance

for preparation of a Diversity Plan is provided in Appendix G. The Plan shall include innovative strategies for increasing opportunities to fully use the talents and capabilities of a diverse work force. The Plan shall address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force, (2) educational outreach, (3) community involvement and outreach, (4) subcontracting, (5) economic development (including technology transfer), and (6) the prevention of profiling based on race or national origin.

I.90 DEAR 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)

- (a) Consistent with the objectives of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, *42 U.S.C. 7274h*, in instances where the Department of Energy has determined that a change in workforce at a Department of Energy Defense Nuclear Facility is necessary, the contractor agrees to (1) comply with the Department of Energy Workforce Restructuring Plan for the facility, if applicable, and (2) use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts.
- (b) The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial items pursuant to *41 U.S.C. 403*) expected to exceed \$500,000.

I.91 DEAR 970.5226-3 COMMUNITY COMMITMENT (DEC 2000)

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

I.92 DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

- (a) Definition. "Eligible employee" means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.
- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will

provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

- (c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

I.93 DEAR 970.5227-1 RIGHTS IN DATA FACILITIES (DEC 2000) (DEVIATION)

(a) Definitions.

- (1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
- (2) Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.
- (3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term "data" does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.
- (4) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (e) of this clause.
- (5) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of paragraph (f) of this clause.
- (6) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials

and technical data formatted as a computer data base.

- (7) Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.
- (b) Allocation of Rights.
- (1) The Government shall have:
 - (i) Ownership of all technical data and computer software first produced in the performance of this Contract;
 - (ii) Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, or except for other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE Work for Others Program;
 - (iii) The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;
 - (iv) The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this Contract. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph (e) of this clause ("Rights in Limited Rights Data") or paragraph (f) of this clause ("Rights in Restricted Computer Software"); and
 - (v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the

action taken.

- (2) The Contractor shall have:
 - (i) The right to withhold limited rights data and restricted computer software unless otherwise provided in accordance with the provisions of this clause; and
 - (ii) The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data.
 - (3) The Contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from, or is given access to by, DOE or a third party, including a DOE Contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.
- (c) Copyrighted Material.
- (1) The Contractor shall not, without prior written authorization of the Patent Counsel, assert copyright in any technical data or computer software first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the Contractor.
 - (2) The Contractor agrees not to include in the technical data or computer software delivered under the contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data or computer software to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the contracting officer to include such material in the technical data or computer software prior to its delivery.
- (d) Subcontracting.

- (1) Unless otherwise directed by the contracting officer, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR Subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled, "Rights in Data-General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Alternates II through IV of that clause may be included as appropriate with the prior approval of DOE Patent Counsel, and the Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of DOE Patent Counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with DEAR 927.409(h). The contractor shall use instead the Rights in Data-Facilities clause at 48 CFR 970.5227-1 in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.
 - (2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:
 - (i) Promptly submit written notice to the contracting officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and
 - (ii) Not proceed with the subcontract without the written authorization of the contracting officer.
 - (3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data or restricted computer software for their private use.
- (e) Rights in Limited Rights Data. Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth. All such limited rights data shall be marked with the following "Limited Rights Notice":

Limited Rights Notice

These data contain "limited rights data," furnished under Contract No. DE-AC06-96RL13200 with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

- (a) Use (except for manufacture) by support services contractors within the scope of their contracts;
- (b) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (c) This "limited rights data" may be disclosed to other contractors participating in the Government's program of which this Contract is a part including successor contractors in the event contractor does not complete contract for any reason for information or use in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and
- (e) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government. This Notice shall be marked on any reproduction of this data in whole or in part.

(End of Notice)

- (f) Rights in Restricted Computer Software.
 - (1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice":

Restricted Rights Notice-Long Form

- (a) This computer software is submitted with restricted rights under Department of Energy Contract No.----- . It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.
- (b) This computer software may be:
 - (1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
 - (2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;
 - (3) Reproduced for safekeeping (archives) or backup purposes;
 - (4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and
 - (5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.
- (c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.
- (d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

- (2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used.

Restricted Rights Notice-Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of DOE Contract No.----- with (name of Contractor).

(End of Notice)

- (3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr), in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.
- (4) If restricted computer software is delivered with the copyright notice of *17 U.S.C. 401*, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the Contractor includes the following statement with such copyright notice "Unpublished-rights reserved under the Copyright Laws of the United States."
- (g) Relationship to patents. Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

I.94 DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)

- (a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.
- (b) If the Contractor is sued for copyright infringement or anticipates the filing of such a lawsuit, the Contractor may request authorization and consent to copy a copyrighted work from the contracting officer. Programmatic necessity is a major consideration for DOE in determining whether to grant such request.
- (c)
 - (1) The Contractor agrees to include, and require inclusion of, the Authorization and Consent clause at 52.227-1, without Alternate 1, but suitably modified to identify the parties, in all subcontracts expected to exceed \$100,000 at any tier for supplies or services, including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services.
 - (2) The Contractor agrees to include, and require inclusion of, paragraph (a) of this Authorization and Consent clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development activities expected to exceed \$100,000.

- (3) Omission of an authorization and consent clause from any subcontract, including those valued less than \$100,000 does not affect this authorization and consent.

I.95 DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

- (a) The Contractor shall report to the Contracting Officer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government, the Contractor shall furnish such evidence and information at the expense of the Government.
- (c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed \$100,000.

I.96 DEAR 970.5227-6 PATENT INDEMNITY - SUBCONTRACTS (DEC 2000)

Except as otherwise authorized by the Contracting Officer, the Contractor shall obtain indemnification of the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a secrecy order by the Government) from Contractor's subcontractors for any contract work subcontracted in accordance with FAR 48 CFR 52.227-3.

I.97 DEAR 970.5227-7 ROYALTY INFORMATION (DEC 2000)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
 - (1) Name and address of licensor;
 - (2) Date of license agreement;
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
 - (5) Percentage or dollar rate of royalty per unit;
 - (6) Unit price of contract item;
 - (7) Number of units; and
 - (8) Total dollar amount of royalties.

Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents or other basis upon which the royalty may be payable.

I.98 DEAR 970.5227-8 REFUND OF ROYALTIES (AUG 2002)

- (a) During performance of this Contract, if any royalties are proposed to be charged to the Government as costs under this Contract, the Contractor agrees to submit for approval of the Contracting Officer, prior to the execution of any license, the following information relating to each separate item of royalty:
 - (1) Name and address of licensor;
 - (2) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
 - (3) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
 - (4) Percentage or dollar rate of royalty per unit;
 - (5) Unit price of contract item;
 - (6) Number of units;
 - (7) Total dollar amount of royalties; and
 - (8) A copy of the proposed license agreement.
- (b) If specifically requested by the Contracting Officer, the Contractor shall furnish a copy of any license agreement entered into prior to the effective date of this clause and an identification of applicable claims of specific patents or other basis upon which royalties are payable.
- (c) The term “royalties” as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications that are used in the performance of this contract or any subcontract hereunder.
- (d) The Contractor shall furnish to the Contracting Officer, annually upon request, a statement of royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder.

- (e) For royalty payments under licenses entered into after the effective date of this Contract, costs incurred for royalties proposed under this paragraph shall be allowable only to the extent that such royalties are approved by the Contracting Officer. If the Contracting Officer determines that existing or proposed royalty payments are inappropriate, any payments subsequent to such determination shall be allowable only to the extent approved by the Contracting Officer.
- (f) Regardless of prior DOE approval of any individual payments or royalties, DOE may contest at any time the enforceability, validity, scope of, or title to a patent for which the Contractor makes a royalty or other payment.
- (g) If at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of any royalties to which this clause applies, the Contractor shall promptly notify the Contracting Officer of that fact and shall promptly reimburse the Government for any refunds received or royalties paid after having received notice of such relief.
- (h) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (h), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

I.99 DEAR 970.5227-11 PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, FOR-PROFIT CONTRACTOR, NON-TECHNOLOGY TRANSFER (DEC 2000)

(a) Definitions.

- (1) DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR Part 781.
- (2) DOE patent waiver regulations means the Department of Energy patent waiver regulations at 10 CFR Part 784.
- (3) Invention means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 *U.S.C. 2321*, et seq.).
- (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) Patent Counsel means DOE Patent Counsel assisting the contracting activity.
- (6) Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a

machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

- (7) Subject Invention means any invention of the contractor conceived or first actually reduced to practice in the course of or under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) shall also occur during the period of contract performance.
- (b) Allocation of Principal Rights.
- (1) Assignment to the Government. Except to the extent that rights are retained by the Contractor by a determination of greater rights in accordance with subparagraph (b)(2) of this clause or by a request for foreign patent rights in accordance with subparagraph (d)(2) of this clause, the Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention.
- (2) Greater rights determinations. The Contractor, or an Contractor employee-inventor after consultation with the Contractor and with the written authorization of the Contractor in accordance with DOE patent waiver regulations, may request greater rights, including title, in an identified subject invention than the nonexclusive license and the foreign patent rights provided for in paragraph (d) of this clause, in accordance with the DOE patent waiver regulations. Such a request shall be submitted in writing to Patent Counsel with a copy to the Contracting Officer at the time the subject invention is first disclosed to DOE in accordance with subparagraph (c)(2) of this clause, or not later than eight (8) months after such disclosure, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. DOE may grant or refuse to grant such a request by the Contractor or Contractor employee-inventor. Unless otherwise provided in the greater rights determination, any rights in a subject invention obtained by the Contractor pursuant to a determination of greater rights are subject to a nonexclusive, nontransferable, irrevocable, paid-up license to the Government to practice or have practiced the subject invention throughout the world by or on behalf of the Government of the United States (including any Government agency), and to any reservations and conditions deemed appropriate by the Secretary of Energy or designee.
- (c) Subject Invention Disclosures.
- (1) Contractor procedures for reporting subject inventions to Contractor personnel. Subject inventions shall be reported to Contractor personnel responsible for patent matters within six (6) months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. Accordingly, the Contractor shall establish and maintain effective procedures for ensuring such prompt identification and timely disclosure of subject inventions to Contractor

personnel responsible for patent matters, and the procedures shall include the maintenance of laboratory notebooks, or equivalent records, and other records that are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and the maintenance of records demonstrating compliance with such procedures. The Contractor shall submit a written description of such procedures to the Contracting Officer, upon request, for evaluation of the effectiveness of such procedures by the Contracting Officer.

- (2) Subject invention disclosure. The Contractor shall disclose each subject invention to Patent Counsel with a copy to the Contracting Officer within two (2) months after the subject invention is reported to Contractor personnel responsible for patent matters, in accordance with subparagraph (c)(1) of this clause, or, if earlier, within six (6) months after the Contractor has knowledge of the subject invention, but in any event before any on sale, public use, or publication of the subject invention. The disclosure to DOE shall be in the form of a written report and shall include:
- (i) the contract number under which the subject invention was made;
 - (ii) the inventor(s) of the subject invention;
 - (iii) a description of the subject invention in sufficient technical detail to convey a clear understanding of the nature, purpose and operation of the subject invention, and of the physical, chemical, biological or electrical characteristics of the subject invention, to the extent known by the Contractor at the time of the disclosure;
 - (iv) the date and identification of any publication, on sale or public use of the invention;
 - (v) the date and identification of any submissions for publication of any manuscripts describing the invention, and a statement of whether the manuscript is accepted for publication, to the extent known by the Contractor at the time of the disclosure;
 - (vi) a statement indicating whether the subject invention concerns exceptional circumstances pursuant to *35 U.S.C. 202(ii)*, related to national security, or subject to a treaty or an international agreement, to the extent known or believed by Contractor at the time of the disclosure;
 - (vii) all sources of funding by Budget and Resources (B&R) code; and
 - (viii) the identification of any agreement relating to the subject invention, including Cooperative Research and Development Agreements and Work-for-Others agreements. Unless the Contractor contends otherwise in writing at the time the invention is disclosed, inventions disclosed to DOE under this paragraph

are deemed made in the manner specified in Sections (a)(1) and (a)(2) of 42 *U.S.C. 5908*.

- (3) Publication after disclosure. After disclosure of the subject invention to the DOE, the Contractor shall promptly notify Patent Counsel of the acceptance for publication of any manuscript describing the subject invention or of any expected or on sale or public use of the subject invention, known by the Contractor.
 - (4) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract, and to execute all papers necessary to file patent applications claiming subject inventions or to establish the Government's rights in the subject inventions. This disclosure format shall at a minimum include the information required by subparagraph (c)(2) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 - (5) Contractor procedures for reporting subject inventions to DOE. The Contractor agrees to establish and maintain effective procedures for ensuring the prompt identification and timely disclosure of subject inventions to DOE. The Contractor shall submit a written description of such procedures to the Contracting Officer, upon request, for evaluation of the effectiveness of such procedures by the Contracting Officer.
 - (6) Duplication and disclosure of documents. The Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to 35 *U.S.C. 205* and 37 *CFR 401.13*.
- (d) Minimum Rights of the Contractor.
- (1) Contractor License.
 - (i) Request for a Contractor license. Except for subject inventions that the Contractor fails to disclose within the time periods specified at subparagraph (c)(2) of this clause, the Contractor may request a revocable, nonexclusive, royalty-free license in each patent application filed in any country claiming a subject invention and any resulting patent in which the Government obtains title, and DOE may grant or refuse to grant such a request by the Contractor. If DOE grants the Contractor's request for a license, the Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant

sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded.

- (ii) Transfer of a Contractor license. DOE shall approve any transfer of the Contractor's license in a subject invention, and DOE may determine the Contractor's license is non-transferrable, on a case-by-case basis.
 - (iii) Revocation or modification of a Contractor license. DOE may revoke or modify the Contractor's domestic license to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR Part 404 and DOE licensing regulations. DOE may not revoke the Contractor's domestic license in that field of use or the geographical areas in which the Contractor, its licensee, or its domestic subsidiaries or affiliates achieved practical applications and continues to make the benefits of the invention reasonably accessible to the public. DOE may revoke or modify the Contractor's license in any foreign country to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates failed to achieve practical application in that foreign country.
 - (iv) Notice of revocation or modification of a Contractor license. Before revocation or modification of the license, DOE shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed thirty (30) days from the date of the notice (or such other time as may be authorized by DOE for good cause shown by the Contractor) to show cause why the license should not be revoked or modified. The Contractor has the right to appeal any decision concerning the revocation or modification of its license, in accordance with applicable regulations in 37 CFR Part 404 and DOE licensing regulations.
- (2) Contractor's right to request foreign patent rights. If the Government has title to a subject invention and the Government decides against securing patent rights in a foreign country for the subject invention, the Contractor may request such foreign patent rights from DOE, and DOE may grant the Contractor's request, subject to a nonexclusive, nontransferable, irrevocable, paid-up license to the Government to practice or have practiced the subject invention in the foreign country, and any reservations and conditions deemed appropriate by the Secretary of Energy or designee. Such a request shall be submitted in writing to the Patent Counsel as part of the disclosure required by subparagraph (c)(2) of this clause, with a copy to the DOE Contracting Officer, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. DOE may grant or refuse to grant such a request, and may consider whether granting the Contractor's request best serves the interests of the United States.

(e) Examination of Records Relating to Inventions.

- (1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the Contracting Officer or any authorized representative may examine any books (including laboratory notebooks), records, and documents and other supporting data of the Contractor, which the Contracting Officer or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, or to determine Contractor (and inventor) compliance with the requirements of this clause, including proper identification and disclosure of subject inventions, and establishment and maintenance of invention disclosure procedures.
- (2) Unreported inventions. If the Contracting Officer is aware of an invention that is not disclosed by the Contractor to DOE, and the Contracting Officer believes the unreported invention may be a subject invention, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.
- (3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.

(f) Subcontracts.

- (1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.
- (2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include the patent rights clause at 48 CFR 952.227-11, suitably modified to identify the parties in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with 35 U.S.C. 202(a)(ii).
- (3) Inclusion of patent rights clause-subcontractors other than non-profit organizations and small business firms. Except for the subcontracts described in subparagraph (f)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties, in any contract for experimental, developmental, demonstration or research work.
- (4) DOE and subcontractor contract. With respect to subcontracts at any tier, DOE, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to those matters covered by this clause.
- (5) Subcontractor refusal to accept terms of patent rights clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the

subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer.

- (6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the Contracting Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract.
 - (7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention, with a copy of the notification and identification to the Contracting Officer.
- (g) Atomic Energy.
- (1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.
 - (2) Patent Agreements. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (g)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.
- (h) Publication. The Contractor shall receive approval from Patent Counsel prior to releasing or publishing information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract, to ensure such release or publication does not adversely affect the patent interests of DOE or the Contractor.
- (i) Communications. The Contractor shall direct any notification, disclosure, or request provided for in this clause to the Patent Counsel assisting the DOE contracting activity, with a copy of the communication to the Contracting Officer.
- (j) Reports.
- (1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and/or a list of subcontracts containing a patent clause and

awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period. The interim report shall state whether the Contractor's invention disclosures were submitted to DOE in accordance with the requirements of subparagraphs (c)(1) and (c)(5) of this clause.

- (2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract or within three (3) months of the date of completion of the contracted work, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and/or a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.
- (k) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.
- (l) Classified Inventions.
 - (1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the Contracting Officer.
 - (2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.

- (3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.
- (m) Patent Functions. Upon the written request of the Contracting Officer or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.
- (n) Annual Appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

I.100 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (JUNE 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

I.101 DEAR 970.5228-1 INSURANCE – LITIGATION AND CLAIMS (MAR 2002)

- (a) The contractor may, with the prior written authorization of the contracting officer, and shall, upon the request of the Government, initiate litigation against third parties, including proceedings before administrative agencies, in connection with this contract. The contractor shall proceed with such litigation in good faith and as directed from time to time by the contracting officer.
- (b) The contractor shall give the contracting officer immediate notice in writing of any legal proceeding, including any proceeding before an administrative agency, filed against the contractor arising out of the performance of this contract. Except as otherwise directed by the contracting officer, in writing, the contractor shall furnish immediately to the contracting officer copies of all pertinent papers received by the contractor with respect to such action. The contractor, with the prior written authorization of the contracting officer, shall proceed with such litigation in good faith and as directed from time to time by the contracting officer.
- (c)
 - (1) Except as provided in paragraph (c)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the contracting officer.
 - (2) The contractor may, with the approval of the contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.

- (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the contracting officer may require or approve and with sureties and insurers approved by the contracting officer.
- (d) The contractor agrees to submit for the contracting officer's approval, to the extent and in the manner required by the contracting officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the contracting officer.
- (e) Except as provided in subparagraphs (g) and (h) of this clause, or specifically disallowed elsewhere in this contract, the contractor shall be reimbursed
 - (1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and
 - (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance or otherwise without regard to and as an exception to the clause of this contract entitled, "Obligation of Funds."
- (f) The Government's liability under paragraph (e) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- (g) Notwithstanding any other provision of this contract, the contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities, including litigation costs, counsel fees, judgment and settlements)
 - (1) Which are otherwise unallowable by law or the provisions of this contract; or
 - (2) For which the contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the contracting officer.
- (h) In addition to the cost reimbursement limitations contained in 48 CFR Part 31, as supplemented by 48 CFR 970.31, and notwithstanding any other provision of this contract, the contractor's liabilities to third persons, including employees but excluding costs incidental to worker's compensation actions, (and any expenses incidental to such liabilities, including litigation costs, counsel fees, judgments and settlements) shall not be reimbursed if such liabilities were caused by contractor managerial personnel's

- (1) Willful misconduct,
 - (2) Lack of good faith, or
 - (3) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.
- (i) The burden of proof shall be upon the contractor to establish that costs covered by paragraph (h) of this clause are allowable and reasonable if, after an initial review of the facts, the contracting officer challenges a specific cost or informs the contractor that there is reason to believe that the cost results from willful misconduct, lack of good faith, or failure to exercise prudent business judgment by contractor managerial personnel.
- (j) (1) All litigation costs, including counsel fees, judgments and settlements shall be differentiated and accounted for by the contractor so as to be separately identifiable. If the contracting officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation.
- (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the contracting officer.
- (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (g)(1) of this clause is not allowable.
- (4) The term "contractor's managerial personnel" is defined in clause paragraph (j) of 48 CFR 970.5245-1.
- (k) The contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the contractor for any unallowable or unreimbursable costs incurred in connection with contract performance.
- (l) If any suit or action is filed or any claim is made against the contractor, the cost and expense of which may be reimbursable to the contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the contractor shall
- (1) Immediately notify the contracting officer and promptly furnish copies of all pertinent papers received;
 - (2) Authorize Department representatives to collaborate with: in-house or DOE-approved outside counsel in settling or defending the claim; or counsel for the

insurance carrier in settling or defending the claim if the amount of the liability claimed exceeds the amount of coverage, unless precluded by the terms of the insurance contract; and

- (3) Authorize Department representatives to settle the claim or to defend or represent the contractor in and/or to take charge of any litigation, if required by the Department, if the liability is not insured or covered by bond. In any action against more than one Department contractor, the Department may require the contractor to be represented by common counsel. Counsel for the contractor may, at the contractor's own expense, be associated with the Department representatives in any such claim or litigation.

I.102 DEAR 970.5229-1 STATE AND LOCAL TAXES (DEC 2000)

- (a) The contractor agrees to notify the contracting officer of any State or local tax, fee, or charge levied or purported to be levied on or collected from the contractor with respect to the contract work, any transaction thereunder, or property in the custody or control of the contractor and constituting an allowable item of cost if due and payable, but which the contractor has reason to believe, or the contracting officer has advised the contractor, is or may be inapplicable or invalid; and the contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the contracting officer. Any State or local tax, fee, or charge paid with the approval of the contracting officer or on the basis of advice from the contracting officer that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.
- (b) The contractor agrees to take such action as may be required or approved by the contracting officer to cause any State or local tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by the contracting officer to seek recovery of any payments made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the contractor in any proceedings for the recovery thereof or to sue for recovery in the name of the contractor. If the contracting officer directs the contractor to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the contractor for a tax, fee, or charge it has refrained from paying in accordance with this article, the procedures and requirements of the clause entitled "Insurance-Litigation and Claims" shall apply and the costs and expenses incurred by the contractor shall be allowable items of costs, as provided in this contract, together with the amount of any judgment rendered against the contractor.
- (c) The Government shall hold the contractor harmless from penalties and interest incurred through compliance with this clause. All recoveries or credits in respect of the foregoing taxes, fees, and charges (including interest) shall inure to and be for the sole benefit of the Government.

I.103 FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--
- (1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
 - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.
 - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.
 - (4)
 - (i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
 - (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

- (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
 - (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
 - (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000 except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

I.104 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

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

“Affected CAS-covered contract or subcontract” means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor--

- (1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or
- (2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

“Cognizant Federal agency official (CFAO)” means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

“Desirable change” means a compliant change to a Contractor's established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

“Fixed-price contracts and subcontracts” means--

- (1) Fixed-price contracts and subcontracts described at FAR 16.202, 16.203, (except when price adjustments are based on actual costs of labor or material, described at 16.203-1(a)(2)), and 16.207;
- (2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR Subpart 16.4);
- (3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR Subpart 16.5); and
- (4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR Subpart 16.6).

“Flexibly-priced contracts and subcontracts” means--

- (1) Fixed-price contracts and subcontracts described 16.203-1(a)(2) at FAR 16.204, 16.205, and 16.206;

- (2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);
- (3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);
- (4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and
- (5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

“Noncompliance” means a failure in estimating, accumulating, or reporting costs to--

- (1) Comply with applicable CAS; or
- (2) Consistently follow disclosed or established cost accounting practices.

“Required change” means--

- (1) A change in cost accounting practice that a Contractor is required to make in order to comply with a CAS, or a modification or interpretation thereof, that subsequently becomes applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or
- (2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

“Unilateral change” means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

- (b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230-2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230- 3, Disclosure and Consistency of Cost Accounting Practices; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards--Educational Institution.
 - (1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.

- (2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.
 - (3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clause at FAR 52.230-3, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.
 - (4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clause at FAR 52.230-3)--
 - (i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or
 - (ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.
- (c) When requested by the CFAO, submit on or before a date specified by the CFAO--
- (1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;
 - (2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;
 - (3) For any request for a desirable change that is based on the criteria in FAR 30.603-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and
 - (4) For any request for a desirable change that is based on criteria other than that in FAR 30.603-2(b)(3)(ii), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.
- (d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall--

- (1) Calculate the cost impact in accordance with paragraph (f) of this clause;
- (2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:
 - (i) A representative sample of affected CAS-covered contracts and subcontracts.
 - (ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:
 - (A) Fixed-price contracts and subcontracts.
 - (B) Flexibly-priced contracts and subcontracts.
 - (iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;
- (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
 - (i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups:
 - (A) Fixed-price contracts and subcontracts.
 - (B) Flexibly-priced contracts and subcontracts.
 - (ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:
 - (A) Fixed-price contracts and subcontracts.
 - (B) Flexibly-priced contracts and subcontracts; and
- (4) When requested by the CFAO, identify all affected CAS- covered contracts and subcontracts.
- (e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall--
 - (1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;

- (2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include--
 - (i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and
 - (ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;
 - (3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and
 - (4) When requested by the CFAO, identify all affected CAS- covered contracts and subcontracts.
- (f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:
- (1) The cost impact calculation shall include all affected CAS- covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in which the costs were incurred (*i.e.*, whether or not the final indirect rates have been established).
 - (2) For unilateral changes--
 - (i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
 - (A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.
 - (B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
 - (ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:
 - (A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.

- (B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
- (iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and
- (iv) Calculate the increased cost to the Government in the aggregate.
- (3) For equitable adjustments for required or desirable changes--
 - (i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and
 - (ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.
- (g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:
 - (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
 - (2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:
 - (i) A representative sample of affected CAS-covered contracts and subcontracts.
 - (ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.
 - (iii) Any other method that provides a reasonable approximation of the total increase or decrease.
 - (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
 - (i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

- (A) Fixed-price contracts and subcontracts.
- (B) Flexibly-priced contracts and subcontracts.
- (ii) The increased or decreased cost to the Government for each of the following groups:
 - (A) Fixed-price contracts and subcontracts.
 - (B) Flexibly-priced contracts and subcontracts.
- (iii) The total overpayments and underpayments made by the Government during the period of noncompliance.
- (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
- (h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:
 - (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
 - (2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to--
 - (i) Include only those affected CAS-covered contracts and subcontracts having--
 - (A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and
 - (B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and
 - (ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.
 - (3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.
 - (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
- (i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:
 - (1) The cost impact calculation shall include all affected CAS- covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in

which the costs are incurred (*i.e.*, whether or not the final indirect rates have been established).

- (2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:
 - (i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.
 - (ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.
 - (3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
 - (i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.
 - (ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.
 - (4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.
 - (5) Calculate the increased cost to the Government in the aggregate.
- (j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:
- (1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general

dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.

- (2) Issue a final decision in accordance with FAR 33.211 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.
- (k) Agree to--
- (1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clause at FAR 52.230-3; and
 - (2) Repay the Government for any aggregate increased cost paid to the Contractor.
- (l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5--
- (1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);
 - (2) Include the substance of this clause in all negotiated subcontracts; and
 - (3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:
 - (i) Subcontractor's name and subcontract number.
 - (ii) Dollar amount and date of award.
 - (iii) Name of Contractor making the award.
- (m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall—
- (1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and
 - (2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.
- (n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

**I.105 DEAR 970.5231-4 PREEXISTING CONDITIONS (DEC 2000) ALTERNATE I
(DEC 2000)**

- (a) Any liability, obligation, loss, damage, claim (including without limitation, a claim involving strict or absolute liability), action, suit, civil fine or penalty, cost, expense or disbursement, which may be incurred or imposed, or asserted by any party and arising out of any condition, act or failure to act which occurred before October 1, 1996, in conjunction with the management and operation of Hanford Site, shall be deemed incurred under Contract No. DE-AC06-87RL10930.
- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds

**I.106 DEAR 970.5232-3 ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000)
ALTERNATE II (DEC 2000)**

- (a) Accounts. The contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the contractor under this contract. The system of accounts employed by the contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.
- (b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause--, Access to and ownership of records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the contractor shall afford DOE proper facilities for such inspection and audit.
- (c) Audit of subcontractors' records. The contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the contracting officer.
- (d) Disposition of records. Except as agreed upon by the Government and the contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the

contracting officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause--, Access to and ownership of records, all other records in the possession of the contractor relating to this contract shall be preserved by the contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the contractor.

- (e) Reports. The contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the contracting officer may from time to time require.
- (f) Inspections. The DOE shall have the right to inspect the work and activities of the contractor under this contract at such time and in such manner as it shall deem appropriate.
- (g) Subcontracts. The contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.
- (h) Comptroller General.
 - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
 - (2) This paragraph may not be construed to require the contractor or subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
 - (3) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.
- (i) Internal audit. The contractor agrees to conduct an internal audit and examination satisfactory to DOE of the records, operations, expenses, and the transactions with respect to costs claimed to be allowable under this contract annually and at such other times as may be mutually agreed upon. The results of such audit, including the working papers, shall be submitted or made available to the contracting officer. The contractor shall include this paragraph (i) in all cost-reimbursement subcontracts with an estimated cost exceeding \$5 million and expected to run for more than 2 years, and any other cost-reimbursement subcontract determined by the Head of the Contracting Activity.

I.107 DEAR 970.5232-6 WORK FOR OTHERS FUNDING AUTHORIZATION (DEC 2000)

Any uncollectible receivables resulting from the contractor utilizing contractor corporate funding for reimbursable work shall be the responsibility of the contractor, and the United States Government shall have no liability to the contractor for the contractor's uncollected receivables. The contractor is permitted to provide advance payment utilizing contractor corporate funds for reimbursable work to be performed by the contractor for a non-Federal entity in instances where advance payment from that entity is required under the Laws, regulations, and DOE directives clause of this contract and such advance cannot be obtained. The contractor is also permitted to provide advance payment utilizing contractor corporate funds to continue reimbursable work to be performed by the contractor for a Federal entity when the term or the funds on a Federal interagency agreement required under the Laws, regulations, and DOE directives clause of this contract have elapsed. The contractor's utilization of contractor corporate funds does not relieve the contractor of its responsibility to comply with all requirements for Work for Others applicable to this contract.

I.108 DEAR 970.5232-7 FINANCIAL MANAGEMENT SYSTEM (DEC 2000)

The contractor shall maintain and administer a financial management system that is suitable to provide proper accounting in accordance with DOE requirements for assets, liabilities, collections accruing to the contractor in connection with the work under this contract, expenditures, costs, and encumbrances; permits the preparation of accounts and accurate, reliable financial and statistical reports; and assures that accountability for the assets can be maintained. The contractor shall submit to DOE for written approval an annual plan for new financial management systems and/or subsystems and major enhancements and/or upgrades to the currently existing financial systems and/or subsystems. The contractor shall notify DOE thirty (30) days in advance of any planned implementation of any substantial deviation from this plan and, as requested by the contracting officer, shall submit any such deviation to DOE for written approval before implementation.

I.109 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and

- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

I.110 FAR 52.232-17 INTEREST (JUN 1996)

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (b) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

I.111 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

- (a) The parties estimate that performance of this contract will not cost the Government more than
 - (1) the estimated cost specified in the Schedule or,
 - (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the

estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of
 - (1) the total amount so far allotted to the contract by the Government or,
 - (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.
- (d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--
 - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of—

- (i) The amount then allotted to the contract by the Government; or
 - (ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.
- (g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.
- (i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of--
- (1) The amount previously allotted by the Government; or
 - (2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

I.112 FAR 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986).

The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15, is prohibited for this contract.

I.113 FAR 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments --*

(1) *Due date.*

- (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
 - (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
 - (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.
- (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

- (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --
 - (A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further

defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

- (B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.
 - (C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.
 - (D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.
- (ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.
- (3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.
- (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (ix) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-- Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
 - (x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment.)
- (4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

- (i) The designated billing office received a proper invoice.
 - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
 - (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) *Additional interest penalty.*

- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--
 - (A) The Government owes an interest penalty of \$1 or more;
 - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
 - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

- (ii)
 - (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --
 - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
 - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
 - (3) State that payment of the principal has been received, including the date of receipt.
 - (B) If there is no postmark or the postmark is illegible--
 - (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
 - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

- (iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).
- (b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

Alternate I (Feb 2002). As prescribed in [32.908\(c\)\(3\)](#), add the following paragraph (e) to the basic clause:

- (e) *Invoices for interim payments.* For interim payments under this cost-reimbursement contract for services--
 - (1) Paragraphs (a)(2), (a)(3), (a)(4(ii)), (a)(4(iii)), and (a)(5)(i) do not apply;
 - (2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and
 - (3) The Contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.114 FAR 52.233-1 DISPUTES (JULY 2002) - ALTERNATE I (DEC 1991).

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor

seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

- (h) The Government shall pay interest on the amount found due and unpaid from
 - (1) the date that the Contracting Officer receives the claim (certified, if required); or
 - (2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

**I.115 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I
(JUN 1985)**

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

I.116 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

I.117 DEAR 970.5236-1 GOVERNMENT FACILITY SUBCONTRACT APPROVAL (DEC 2000)

Upon request of the contracting officer and acceptance thereof by the contractor, the contractor shall procure, by subcontract, the construction of new facilities or the alteration or repair of Government-owned facilities at the plant. Any subcontract entered into under this paragraph shall be subject to the written approval of the contracting officer and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration, and/or repair, including painting and decorating, of a public building or public work.

I.118 FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

- (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
 - (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

I.119 FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to
- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
 - (2) the availability of labor, water, electric power, and roads;
 - (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - (4) the conformation and conditions of the ground; and
 - (5) the character of equipment and facilities needed preliminary to and during work performance.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the

work, or for proceeding to successfully perform the work without additional expense to the Government.

- (b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

I.120 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.121 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

- (a) Notwithstanding any other clause of this contract--
 - (1) The Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this

contract that have been determined not to be allowable under the contract terms;
and

- (2) The Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.
- (b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

I.122 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)

- (a) *Definition.* "Proposal," as used in this clause, means either --
- (1) A final indirect cost rate proposal submitted by the Contractor after the expiration of its fiscal year which --
 - (i) Relates to any payment made on the basis of billing rates; or
 - (ii) Will be used in negotiating the final contract price; or
 - (2) The final statement of costs incurred and estimated to be incurred under the Incentive Price Revision clause (if applicable), which is used to establish the final contract price.
- (b) Contractors which include unallowable indirect costs in a proposal may be subject to penalties. The penalties are prescribed in 10 U.S.C. 2324 or 41 U.S.C. 256, as applicable, which is implemented in Section 42.709 of the Federal Acquisition Regulation (FAR).
- (c) The Contractor shall not include in any proposal any cost that is unallowable, as defined in Subpart 2.1 of the FAR, or an executive agency supplement to the FAR.
- (d) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal is expressly unallowable under a cost principle in the FAR, or an executive agency supplement to the FAR, that defines the allowability of specific selected costs, the Contractor shall be assessed a penalty equal to --
- (1) The amount of the disallowed cost allocated to this contract; plus
 - (2) Simple interest, to be computed --
 - (i) On the amount the Contractor was paid (whether as a progress or billing payment) in excess of the amount to which the Contractor was entitled; and

- (ii) Using the applicable rate effective for each six-month interval prescribed by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97).
- (e) If the Contracting Officer determines that a cost submitted by the Contractor in its proposal includes a cost previously determined to be unallowable for that Contractor, then the Contractor will be assessed a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.
- (f) Determinations under paragraphs (d) and (e) of this clause are final decisions within the meaning of the Contract Disputes Act of 1978 (41 U.S.C. 601, *et seq.*).
- (g) Pursuant to the criteria in FAR 42.709-5, the Contracting Officer may waive the penalties in paragraph (d) or (e) of this clause.
- (h) Payment by the Contractor of any penalty assessed under this clause does not constitute repayment to the Government of any unallowable cost which has been paid by the Government to the Contractor.

I.123 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

- (a) The Contractor shall --
 - (1) Certify any proposal to establish or modify final indirect cost rates;
 - (2) Use the format in paragraph (c) of this clause to certify; and
 - (3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.
- (b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.
- (c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

I.124 FAR 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.125 FAR 52.242-15 STOP-WORK (AUGUST 1989) ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or

a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**I.126 FAR 52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987)
ALTERNATE II (APR 1984)**

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Description of services to be performed.
 - (2) Time of performance, (i.e., hours of the day, days of the week, etc).
 - (3) Place of performance of the services.
 - (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (5) Method of shipment or packing of supplies.
 - (6) Place of delivery.
- (b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost,

delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

I.127 FAR 52.244-2 SUBCONTRACTS (AUG 1998) ALT I (JAN 2006)

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

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

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

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds--
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- (f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;

- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d) or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation

related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

- (j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.128 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I.129 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)

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

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

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

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)
 - (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public

facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)
 - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.130 DEAR 970.5245-1 PROPERTY (DEC 2000)

- (a) Furnishing of Government property. The Government reserves the right to furnish any property or services required for the performance of the work under this contract.
- (b) Title to property. Except as otherwise provided by the contracting officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the contractor, for the cost of which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The contractor shall make such disposition of rejected items as the contracting officer shall direct. Title to other property, the cost of which is reimbursable to the contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the contractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property

not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

- (c) Identification. To the extent directed by the contracting officer, the contractor shall identify Government property coming into the contractor's possession or custody, by marking and segregating in such a way, satisfactory to the contracting officer, as shall indicate its ownership by the Government.
- (d) Disposition. The contractor shall make such disposition of Government property which has come into the possession or custody of the contractor under this contract as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor may, upon such terms and conditions as the contracting officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the contracting officer and the contractor as the fair value thereof. The amount received by the contractor as the result of any disposition, or the agreed fair value of any such property acquired by the contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account to the Government, as the contracting officer may direct. Upon completion of the work or the termination of this contract, the contractor shall render an accounting, as prescribed by the contracting officer, of all government property which had come into the possession or custody of the contractor under this contract.
- (e) Protection of government property--management of high-risk property and classified materials.
 - (1) The contractor shall take all reasonable precautions, and such other actions as may be directed by the contracting officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.
 - (2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.
 - (3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

Risk of loss of Government property.

- (1) (i) The contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:
 - (A) Willful misconduct or lack of good faith on the part of the contractor's managerial personnel;
 - (B) Failure of the contractor's managerial personnel to take all reasonable steps to comply with any appropriate written direction of the contracting officer to safeguard such property under paragraph (e) of this clause; or
- (f) Failure of contractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (i)(1) of this clause.
 - (ii) If, after an initial review of the facts, the contracting officer informs the contractor that there is reason to believe that the loss, destruction of, or damage to the government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the contractor to show that the contractor should not be required to compensate the government for the loss, destruction, or damage.
- (2) In the event that the contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f)(1) of this clause, the contractor's compensation to the Government shall be determined as follows:
 - (i) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.
 - (ii) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.

- (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of risks of loss referred to in paragraph (f)(1) of this clause is not allowable.
- (g) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to Government property in the possession or custody of the contractor with a value above the threshold set out in the contractor's approved property management system, the contractor:
- (1) Shall immediately inform the contracting officer of the occasion and extent thereof,
 - (2) Shall take all reasonable steps to protect the property remaining, and
 - (3) Shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the contracting officer. The contractor shall take no action prejudicial to the right of the Government to recover therefore, and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.
- (h) Government property for Government use only. Government property shall be used only for the performance of this contract.
- (i) Property Management.
- (1) Property Management System.
 - (i) The contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The contractor's property management system shall be submitted to the contracting officer for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management regulations and Department of Energy Property Management regulations, and such directives or instructions which the contracting officer may from time to time prescribe.
 - (ii) In order for a property management system to be approved, it must provide for:
 - (A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;
 - (B) Employee personal responsibility and accountability for Government-owned property;

- (C) Full integration with the contractor's other administrative and financial systems; and
 - (D) A method for continuously improving property management practices through the identification of best practices established by ``best in class" performers.
- (iii) Approval of the contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (i)(2) of this clause.
- (h) Property Inventory.
- (i) Unless otherwise directed by the contracting officer, the contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Government property.
 - (ii) If the contractor is succeeding another contractor in the performance of this contract, the contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.
- (j) The term ``contractor's managerial personnel" as used in this clause means the contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of:
- (1) All or substantially all of the contractor's business; or
 - (2) All or substantially all of the contractor's operations at any one facility or separate location to which this contract is being performed; or
 - (3) A separate and complete major industrial operation in connection with the performance of this contract; or
 - (4) A separate and complete major construction, alteration, or repair operation in connection with performance of this contract; or
 - (5) A separate and discrete major task or operation in connection with the performance of this contract.
- (k) The contractor shall include this clause in all cost reimbursable subcontracts.

I.131 FAR 52.245-18 SPECIAL TEST EQUIPMENT (FEB 1993)

- (a) “Special test equipment,” as used in this clause, means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment, including standard or general purpose items or components, that are interconnected and interdependent as to become a new functional entity for special testing purposes. It does not include material, special tooling, facilities (except foundations and similar improvements necessary for installing special test equipment), and plant equipment items used for general plant testing purposes.
- (b) The Contractor may either acquire or fabricate special test equipment at Government expense when the equipment is not otherwise itemized in this contract and the prior approval of the Contracting Officer has been obtained. The Contractor shall provide the Contracting Officer with a written notice, at least 30 days in advance, of the Contractor’s intention to acquire or fabricate the special test equipment. As a minimum, the notice shall also include an estimated aggregate cost of all items and components of the equipment the individual cost of which is less than \$5,000, and the following information on each item or component of equipment costing \$5,000 or more:
- (1) The end use application and function of each proposed special test unit, identifying special characteristics and the reasons for the classification of the test unit as special test equipment.
 - (2) A complete description identifying the items to be acquired and the items to be fabricated by the Contractor.
 - (3) The estimated cost of the item of special test equipment or component.
 - (4) A statement that intra-plant screening of Contractor and Government-owned special test equipment and components has been accomplished and that none are available for use in performing this contract.
- (c) The Government may furnish any special test equipment or components rather than approve their acquisition or fabrication by the Contractor. Such Government-furnished items shall be subject to the Government Property clause, except that the Government shall not be obligated to deliver such items any sooner than the Contractor could have acquired or fabricated them after expiration of the 30-day notice period in paragraph (b) of this clause. However, unless the Government notifies the Contractor of its decision to furnish the items within the 30-day notice period, the Contractor may proceed to acquire or fabricate the equipment or components subject to any other applicable provisions of this contract.
- (d) The Contractor shall, in any subcontract that provides that special test equipment or components may be acquired or fabricated for the Government, insert provisions that

conform substantially to the language of this clause, including this paragraph (d). The Contractor shall furnish the names of such subcontractors to the Contracting Officer.

- (e) If an engineering change requires either the acquisition or fabrication of new special test equipment or substantial modification of existing special test equipment, the Contractor shall comply with paragraph (b) above. In so complying, the Contractor shall identify the change order which requires the proposed acquisition, fabrication, or modification.

I.132 FAR 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984)

- (a) Upon receipt of shipping instructions, as provided in this contract, the supplies to be included in any carload shipment by rail shall be loaded, blocked, and braced by the Contractor in accordance with the standards published by the Association of American Railroads and effective at the time of shipment.
- (b) Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.
- (c) The Contractor shall be liable for payment of any damage to any supplies caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.
- (d) A copy of the appropriate pamphlet of the Association of American Railroads may be obtained from that Association.

I.133 FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)

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

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- (b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air

transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- (c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- (d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation):
[State reasons]:

(End of statement)

- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

I.134 FAR 52.247-64 FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

- (a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are --
 - (1) Acquired for a U.S. Government agency account;
 - (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
 - (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.
- (b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.
- (c)
- (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both --
- (i) The Contracting Officer, and
- (ii) The:
- Office of Cargo Preference
Maritime Administration (MAR-590)
400 Seventh Street, SW
Washington, DC 20590
- Subcontractor bills of lading shall be submitted through the Prime Contractor.
- (2) The Contractor shall furnish these bill of lading copies
- (i) within 20 working days of the date of loading for shipments originating in the United States, or
- (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
- (A) Sponsoring U.S. Government agency.
(B) Name of vessel.
(C) Vessel flag of registry.
(D) Date of loading.
(E) Port of loading.
(F) Port of final discharge.
(G) Description of commodity.
(H) Gross weight in pounds and cubic feet if available.
(I) Total ocean freight revenue in U.S. dollars.

- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).
- (e) The requirement in paragraph (a) does not apply to --
 - (1) Cargoes carried in vessels or as required or authorized by law or treaty;
 - (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
 - (3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and
 - (4) Subcontracts or purchase orders for the acquisition of commercial items unless—
 - (i) This contract is—
 - (A) A contract or agreement for ocean transportation services; or
 - (B) A construction contract; or
 - (ii) The supplies being transported are—
 - (A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or
 - (B) Shipped in direct support of U.S. military—
 - (1) Contingency operations;
 - (2) Exercises; or
 - (3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
- (f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington, DC 20590
Phone: 202-366-2324.

I.135 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS 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.136 DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)

Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any subsequent version of the order in effect at the time of award.

I.137 RESERVED

I.138 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if --
 - (1) The Contracting Officer determines that a termination is in the Government's interest; or
 - (2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

- (b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.
- (c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.
 - (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government --
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and
 - (iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.
 - (7) Complete performance of the work not terminated.

- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor
 - (i) is not required to extend credit to any purchaser and
 - (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

- (d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee)

because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

- (h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:
- (1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.
 - (2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.
 - (3) The reasonable costs of settlement of the work terminated, including --
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.
 - (4) A portion of the fee payable under the contract, determined as follows:
 - (i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.
 - (ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.
 - (5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

- (i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor --
 - (1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or
 - (2) The amount finally determined on an appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted --
 - (1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;
 - (2) Any claim which the Government has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.
- (l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.
- (m)
 - (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
 - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other

disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- (n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

I.139 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

- (a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--
 - (1) The subcontracted supplies or services were obtainable from other sources;
 - (2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
 - (3) The Contractor failed to comply reasonably with this order.
- (c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

I.140 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)

- (a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170(d) of the Atomic Energy Act of 1954, as amended (hereinafter called the Act).
- (b) Definitions. The definitions set out in the Act shall apply to this clause.
- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at

Government expense, any form of financial protection to cover public liability as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.

- (d) (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170e.(1)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$100 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.
- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
 - (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
 - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
 - (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material during the course of the contract activity; or
 - (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
 - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its

cause of action) or fault of persons indemnified, including, but not limited to:

- (1) Negligence;
 - (2) Contributory negligence;
 - (3) Assumption of risk; or
 - (4) Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God.
- (B) Any issue or defense as to charitable or governmental immunity; and
- (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
- (v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.
- (vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.
- (3) The waivers set forth above:
- (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
 - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
 - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

- (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
 - (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefore are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
 - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
 - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) Notification of litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to:
- (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and
 - (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.

- (h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Audit and Records. Negotiation, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders.
- (j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontracts which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

I.141 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

I.142 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991)

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system vehicles and related services for use in the performance of this contract. The use, service, and maintenance interagency fleet management system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

I.143 FAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)

- (a) The contractor shall take advantage of travel discounts offered to Federal contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the contractor employee to furnish them a letter of identification signed by the authorized contracting officer.
- (b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.
- (c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.
- (d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.
- (e) Car rentals. The Military Traffic Management Command (MTMC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.
- (f) Obtaining travel discounts.
 - (1) To determine which vendors offer discounts to Government contractors, the contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.
 - (2) The vendor providing the service may require the Government contractor to furnish a letter signed by the contracting officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in

accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

I.144 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 Blank clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I.145 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, PROVIDED there is no change to the name, content, or sequence of the data elements on the form, and PROVIDED the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

I.146 CLASSIFIED INVENTIONS – SPECIAL CLASSIFIED INVENTIONS

- (a) The Contractor shall not file or cause to be filed on any invention or discovery conceived or first actually reduced to practice in the course of or under this contract in any country other than the United States, an application or registration for a patent without first obtaining written approval of the Contracting Officer.
- (b) When filing a patent application in the United States on any invention or discovery conceived of or first actually reduced to practice in the course of or under this contract, the subject matter of which is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. When transmitting the patent application to the United States Patent and Trademark

Office, the Contractor shall by separate letter identify by agency and number, the contract or contracts which require security classification markings to be placed on the application.

- (c) The substance of this clause shall be included in subcontracts which cover or are likely to cover classified subject matter.

The following contract clauses I.147 through I.167 shall apply as appropriate to fixed price construction, dismantling, demolition, or removal of improvements work performed under this contract whether performed by the Contractor or a subcontractor.

I.147 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ____ calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than _____. The time stated for completion shall include final cleanup of the premises.

I.148 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ____ calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than _____. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by _____. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

I.149 FAR 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least ____ percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

I.150 FAR 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by Blank.
- (b) Weather conditions
- (c) Transportation facilities

I.151 FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

- (a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

I.152 FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent

superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

I.153 FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

I.154 FAR 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

I.155 FAR 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

I.156 FAR 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

- (a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.
- (b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

I.157 FAR 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

- (a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

I.158 FAR 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

I.159 FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
 - (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--
 - (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be

entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

I.160 FAR 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

- (a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

I.161 FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

I.162 FAR 52.236-16 QUANTITY SURVEYS (APR 1984)

- (a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- (b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.
- (c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

I.163 FAR 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

I.164 FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) (ALT. I) (FEB 1997)

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not

mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words “directed,” “required,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the “direction,” “requirement,” “order,” “designation,” or “prescription,” of the Contracting Officer is intended and similarly the words “approved,” “acceptable,” “satisfactory,” or words of like import shall mean “approved by,” or “acceptable to,” or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.
- (c) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”
- (d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue

an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

- (g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. When record shop drawings are required and reproducible shop drawings are needed, add the following sentences to paragraph (g) of the basic clause: Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

I.165 FAR 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

I.166 FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigation and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) Site visits may be arranged during normal duty hours by contacting:

Name: _____
Address: _____
Telephone: _____

I.167 FAR 52.242-14 SUSPENSION OF WORK (APR 1984)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted
- (1) by an act of the Contracting Officer in the administration of this contract, or

- (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified),

an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

- (c) A claim under this clause shall not be allowed --

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**II - LIST OF DOCUMENTS
EXHIBITS AND OTHER ATTACHMENTS**

SECTION J

EXHIBITS AND OTHER ATTACHMENTS

<u>APPENDIX</u>	<u>PAGE</u>
A KEY PERSONNEL	J-A-1
B ADVANCE UNDERSTANDING ON PERSONNEL COSTS, POLICIES AND PROCEDURES.....	J-B-1
C DOE DIRECTIVES	J-C-1
D PERFORMANCE OBJECTIVES, MEASURES, EXPECTATIONS AND INCENTIVES	J-D-1
E LISTING OF BUILDINGS AND WASTE SITES	J-E-1
F CONTRACT PERIOD TPA MILESTONE LIST	J-F-1
G GUIDANCE FOR PREPARATION OF DIVERSITY PLAN.....	J-G-1
H RESERVED.....	J-H-1
I SMALL BUSINESS SUBCONTRACTING PLAN	J-I-1
J PROJECT HANFORD	J-J-1
K ORGANIZATIONAL CONFLICT OF INTEREST	J-K-1
L CUSTOM COMPUTER SOFTWARE AGREEMENT.....	J-L-1
M WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT	J-M-1
N SPECIAL BANK ACCOUNT AGREEMENT FOR USE WITH THE CHECKS-PAID METHOD OF PAYMENTS CLEARED FINANCING ARRANGEMENT	J-N-1

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

SECTION J

APPENDIX A

KEY PERSONNEL:

<u>Ronald G. Gallagher</u>	President & CEO
<u>George W. Jackson</u>	Executive Vice President & Chief Operating Officer
<u>Peter M. Knollmeyer*</u>	Vice President, K-Basins Closure Project
<u>D. Bruce Klos</u>	Vice President, PFP Closure Project
<u>Dale E. McKenney</u>	Vice President, Waste Stabilization & Disposition Project
<u>TBD</u>	Vice President, Soil & Water Remediation/ Groundwater Vadose Zone
<u>Richard G. Slocum</u>	Vice President, Closure Services & Infrastructure
<u>TBD</u>	Vice President, Deactivation & Decommissioning

*Throughout KE bulk sludge transfer, and KW sludge containment, then replace with Mark W. Peres.

APPENDIX B

ADVANCE UNDERSTANDING ON PERSONNEL COSTS POLICIES AND PROCEDURES

1.0 INTRODUCTION

This Advance Understanding sets forth the basis for determining the allowability of Contractor and Assigned Personnel (under teaming arrangements) human resource management policies and related expenses that have cost implications under the Contract. This understanding is intended to cover the majority of the human resources costs incurred by the Contractor for work performed by employees assigned to work tasks authorized by the Richland Operations Office (RL) in accordance with this Contract. Costs not specifically addressed in this advance understanding will be treated in accordance with applicable FAR cost principles.

The Contractor shall select, employ, manage, and direct the work force; and, apply the policies set forth herein in general conformity with the methods used in the Contractor's private operations insofar as those methods are consistent with this Contract. The Contractor shall use effective management review procedures and internal controls to assure that the allowable costs set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

The Contractor will utilize Assigned Personnel (under teaming arrangements) to perform work under the authority of the PHMC. Other corporate affiliate personnel may also be assigned to perform work under the PHMC as directed by the Contractor. Assigned Personnel shall follow all facility safety, quality, security, technical and other facility and project specific and general policies, requirements and procedures applicable to Contractor employees in the performance of their work.

The Contractor shall promptly furnish all reports and information required or otherwise indicated in this Appendix B to the Contracting Officer or designated representative. The Contractor and the DOE recognize that other data requests may be made from time to time and the parties agree to cooperate in meeting such requests.

2.0 GENERAL

Subject to the specific limitations, conditions, and exclusions of Subpart 31.2 of the Federal Acquisition Regulations (FAR) as supplemented by DOE Acquisition Regulation (DEAR) 931.2, and to the special conditions set forth below, personnel and related costs incurred for work under this contract by the Contractor and Assigned Personnel (under teaming arrangements) in accordance with the Contractor's corporate-wide policies consistently and uniformly applied throughout the corporation's domestic operations, and which have been furnished to and

accepted by DOE-RL, are allowable. Such policies will be summarized and submitted in the form of a Personnel Policies Manual applicable to this Contract.

Revisions to corporate-wide or contract-only policies and employee benefit plans which increase costs will be provided to DOE-RL for review for allowability prior to incurrence of costs.

3.0 DEFINITIONS

Contractors

The Contractor – Fluor Hanford, Inc.

Assigned Personnel – Duratek Federal Services of Hanford, Inc. and Numatec Hanford, Inc. employees and any other corporate affiliates* working for a PHMC project.

*Corporate affiliates do not fall under the guidelines of Direct Compensation and Travel and Relocation Costs set forth below.

Credited Service – Length of service for employees shall mean employment with the Contractor, Duratek Federal Services of Hanford, Inc. and Numatec Hanford, Inc. including recognized credited service with predecessor DOE Hanford Contractors. Service credit will be applied in accordance with this Contract and the Contractor's service credit policies regarding leave accrual, severance pay, and other benefit programs.

FAR – Federal Acquisition Regulation

Workweek – The basic (or regular) workweek shall be 40 hours. Alternative workweeks may be established with the approval of the Contracting Officer.

4.0 DIRECT COMPENSATION

The Contractor shall submit its Compensation Program applicable to work under this Contract to the Contracting Officer for initial approval. Proposed Compensation Program design changes which affect costs will also be submitted for review and approval by the Contracting Officer.

4.1 ADMINISTRATION OF WAGES AND SALARIES OF NONREPRESENTED EMPLOYEES

Administration of Wages and Salaries of Nonrepresented Employees shall be carried out in accordance with sound wage and salary administration principles and in a manner which shall provide for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditure of public funds and which shall result in payment of total compensation to individual employees conforming to the standards of reasonableness as contemplated by FAR Subpart 31.205-6.

- 4.1.1 Compensation Increase Plan for exempt employees and a Compensation Increase Plan for non-exempt, non-bargaining employees for review and approval. The funds are calculated as a percentage of exempt and non-exempt, non-bargaining base payroll at the end of the prior salary year, expressed as an annualized amount. The plans will include a separate fund for retention and recruitment incentives as defined under 4.1.8.

All increases are charged to the fund on an annualized basis. Once an individual's salary increase is charged to the fund, reuse of that amount, i.e., recovery, for any other purpose during the salary year is unallowable. If an individual terminates before receiving an increase, the portion of the fund allocated for that increase may remain in the fund.

The Contractor shall also provide a copy of the annually developed salary guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary.

The dollar amounts of the funds shall be subject to review and adjustment by the Contracting Officer upon a significant reduction in Contractor employment levels, as in a reduction-in-force.

- 4.1.2 Top Management Official Salary Approval – The base annual salary for the Contractor's Top Management Official is reimbursable only to the extent the salary has been approved on DOE Form 3220.5, Application for Contractor Compensation Approval, or other approved form, by the Contracting Officer.

The Contractor will provide supporting information with DOE Form 3220.5 (or other approved form) 30 days in advance of the effective date.

- 4.1.3 Incentive Compensation, Bonuses and Project Assignment Allowances – Except as specifically set forth in 4.1.8 "Recruitment and Retention Incentives", other forms of Incentive Compensation, Bonuses, and Project Assignment Allowances will not be allowable costs under this Contract unless specifically approved in advance by the Contracting Officer.

- 4.1.4 Salary Structures – The Contractor shall establish separate salary structures containing position grades, classifications, and salary ranges for exempt and for non-exempt, non-bargaining employees who are assigned to work on the Contract. The structures shall be submitted to the Contracting Officer for review and approval in advance of incurrence of costs. No salary above the maximum of the salary range shall be allowable except in those cases where a "red circle" rate is authorized by the Contracting Officer.

- 4.1.5 Overtime Control Plan – If the overtime premium cost exceeds 12 percent of total payroll, the Contractor shall submit to the Contracting Officer for approval an annual overtime control plan that includes at a minimum (1) an overtime premium fund (maximum dollar amount); (2) specific controls for casual overtime for nonexempt employees; and (3) an evaluation of alternatives to the use of overtime.

The Overtime Control Plan shall also include the following historical data for non-exempt and exempt employees:

- (1) Total cost of overtime;
- (2) Total cost of straight-time;
- (3) Overtime cost as a percentage of straight-time cost;
- (4) Total overtime hours;
- (5) Total straight-time hours; and
- (6) Overtime hours as a percentage of straight-time hours.

Exempt employees are not eligible for overtime pay except as approved by the Contracting Officer.

The Contractor shall submit to the Contracting Officer for approval any additional overtime premium funds or plan changes based on mission requirements.

The Contractor shall submit any request for an extended workweek to the Contracting Officer for approval. An extended workweek is a workweek regularly scheduled and established in excess of the basic workweek of 40 hours and for a period of more than four consecutive weeks.

Overtime pay shall be based on a 40-hour workweek.

Overtime work performed by employees of affiliate companies of the Contractor and Assigned Personnel (under teaming arrangements) assigned to Contract work on a temporary basis, will be administered and paid in accordance with the policies of the affiliate.

- 4.1.6 Premium Pay – The Compensation Program shall contain provisions for any established premium payments to employees, such as overtime, shift differential and special qualification or certification pay.
- 4.1.7 Compensation Reports – The Contractor shall submit reports and information relating to the administration of wages, salaries and benefits as the Contracting Officer may require from time-to-time to evaluate the reasonableness of the Contractor's total compensation program.
- 4.1.8 Recruitment and Retention Incentives – Recruitment and retention incentives are considered necessary to attract and retain certain core critical skills under current market conditions. A plan for recruitment and retention will be included as a component of a variable pay plan within the annual compensation increase plan. The recruitment and retention plan will contain projected critical skill needs, with justification for each critical skill. In the event critical skill needs change during the year, after Contracting Officer review and approval of the compensation increase plan, the Contractor shall submit a request for Contracting Officer review and approval to modify critical skill needs in the plan.

The Contractor will establish an annual pool exclusive of any merit funds for which incurred costs are allowable under the Contract subject to the following conditions:

1. The Contractor will submit an annual report for actual recruitment/retention incentives paid during the calendar year to include identification of the individual, previous annual salary, proposed annual salary, amount of incentive incurred, and brief description of rationale supporting the necessity. The annual report will be a part of the annual salary reporting required by DOE Order 350.1.
2. The Contractor will annually review the approved annual pool amount to determine if a material change in the annual amount for recruitment/retention incentives is necessary. If so, the Contractor shall formally request advance approval from the Contracting Officer.
3. The Contractor will establish a separate account for recording all retention/recruitment incentive costs subject to this provision.
4. Recruitment or retention incentives may be provided for both exempt and non-exempt employees based upon a critical need. The lump sum amount of incentives should not exceed 20 percent of the employee's annual salary, however, if necessary, the Contractor may exceed that target ceiling when written approval has been obtained from the Contracting Officer.
5. Recruitment incentives shall not be used for attracting a prospective employee that predominately works on another DOE Contract. Exceptions may be approved in advance by the Contracting Officer.
6. Contractor employees will receive the recruitment/retention incentives in the form of a one-time lump sum payment and/or in the form of a one-time increase to their personal time bank.
7. Employees who receive recruitment incentives and voluntarily leave within 12 months of receipt of the incentive will be required to pay back the incentive. Employees transferring from the PHMC to an affiliate company will be considered as a voluntary termination and will be required to reimburse the recruitment incentive in accordance with this provision.
8. PHMC employees, who receive a retention incentive and voluntarily leave before the end of the period for which the retention incentive was provided, will be required to pay back the full amount of the paid incentive. Employees transferring from the PHMC to an affiliate company will be considered as a voluntary termination and will be required to reimburse the retention incentive in accordance with this provision.
9. Regardless of the Contractor's ability to collect recruitment/retention amounts from employees who have voluntarily terminated employment, such amounts are

unallowable under the Contract. In addition, attorney and collection service fees in pursuit of collection of retention/recruitment amounts are unallowable.

4.2 COMPENSATION – EMPLOYEE WELFARE AND OTHER BENEFIT PLANS

4.2.1 General

Net costs of employer payments for the following non-statutory employee benefit plans, as related to work under this Contract, are allowable subject to the limitations and conditions set out in FAR 31.2. The initial terms and conditions of the plans shall be submitted to and must be approved by the Contracting Officer. Copies of employee communications, such as Summary Plan Descriptions, shall be provided to DOE when issued. Costs incurred in the administration of the following plans are allowable:

Life Insurance (Basic, AD&D, Personal Accident, Dependent, other)
Disability Plans (Short Term and Long Term)
Medical Insurance Plan (Indemnity, HMO, PPO, other)
Dental Insurance Plans
Vision Plan
Retiree Medical and Life Insurance Plans

Other Benefit Plans

Flexible Spending Account(s) and similar programs (e.g. VEBA's)
Employee Assistance Program
Other supplemental employee paid plans such as Group Universal Life,
Long Term Care

4.2.2 Separation Pay

- A. The cost of separation pay allowances for employees with one (1) or more years of continuous service, who are involuntarily separated, will be allowable in accordance with the Contractor's policy. The initial policy, and any changes thereto which increase costs, require the approval of the Contracting Officer.
1. In the event that responsibility for performance of work and services or operation of part or all of the government-owned facilities under this Contract (including standby protection and maintenance functions) is assumed by another Contractor or Government agency, employees who are transferred to the employ of, or who are offered employment within their same classification or at positions of comparable responsibility by such Contractor or agency, which employment will commence within thirty (30) days after being laid off, will not be paid any separation pay allowance.

4.2.3 FAS 106 Valuation – The Contractor will provide a copy of the FAS 106 Valuation annually to the DOE.

4.2.4 Multiple Employer Welfare Arrangement (MEWA) – The Contractor shall, as a separate legal entity, administer the Hanford Employee Welfare Trust.

4.3 GROUP PENSION PLANS

4.3.1 General – Costs of the Contractor’s and Assigned Personnel (under teaming arrangements) participation with other Hanford Site Contractors in the Operations and Engineering Pension Plan, the Hanford Contractors Multi-Employer Pension Plan for HAMTC Represented Employees, and the Hanford Guards Union Pension Plan, or other plans as approved by the Contracting Officer, will be allowable for the purpose of providing retirement benefits only to employees under the Contract, and former employees of predecessor Hanford Contractors, who are eligible to participate in one or more of the plans in accordance with their terms. The plans must be established and maintained as qualified defined benefit pension plans under the regulations of the Internal Revenue Code (IRC). Any new Pension Plan Documents, including pension trust documents, and any changes thereto, require approval by the Contracting Officer prior to implementation. With respect to each of the plans, the parties agree as follows:

4.3.2 Administration of the Plans

- A. Costs of employer contributions incurred under the terms of said plans and costs incurred in the course of their administration are allowable to the extent approved by the Contracting Officer. At DOE’s request, the Contractor shall provide an itemization of costs incurred for administration. Administrative costs not allocated to the Plans will be allocated to participating contractors.
- B. The Contractor will provide to DOE copies of the following annual reports:
 - (1) Accounting reports and annual actuarial valuations. The reports and valuations will include at least the information specified in DOE Order 350.1, Chapter VI.
 - (2) DOL Form 5500 with schedules and attachments, as submitted to the Department of Labor each year.
 - (3) Financial Accounting Standards Board (FASB) Statement 87 Report. A copy of the FASB 87 report is prepared each year to satisfy the expense-reporting requirement of the Office of Management and Budget.

The final accounting period shall end with the effective date of Contract termination or expiration.

- C. Actuarial gains and losses developed by annual valuations will be taken into account for purposes of establishing contributions to the Plan as soon as reasonably possible and consistent with requirements of the Employee Retirement Income Security Act of 1974, amendments thereto, and any other applicable laws.
- D. The aggregate annual contribution to the pension fund may range from the minimum specified by the Internal Revenue Code (IRC) Section 412(b) to the amount necessary to fully fund the year-end expected current liability. However, the aggregate annual contribution to each plan shall be no less than the minimum specified by IRC Section 412(b) nor greater than the tax-deductible limit specified by the IRC Section 404. All contributions to each pension fund shall equal the total amount currently attributable to participants in the plans. These contributions will be based on the actuarial valuation, as determined by the Employee Retirement Income Security Act of 1974, as amended valuation for the most recent plan year. The fund shall be a trust.
- E. If requested by DOE to do so, the Contractor will participate in pension plans established on a multiple or multi-employer basis applicable to some or all DOE prime cost-type Contractors on the Hanford Site.
- F. The Contractor will take no action concerning the termination, merger, or spin-off or other action affecting the status of the plans as separate contract-only plans without the approval of the Contracting Officer. If the Contractor and DOE agree to terminate a defined benefit pension plan, the provisions of Sections 4.3.3 and 4.3.4 below will apply.
- G. Unless otherwise required by federal law or resulting from the collective bargaining process, no amendment to any of the pension plans shall result in allowable costs under this contract if the adoption date of such amendment is later than twelve (12) months before the termination or expiration date of the Contract.

4.3.3 Actions Required at Contract Termination or Expiration

- A. No Replacement Contractor – If this contract expires or terminates without a replacement contractor, the DOE and the Contractor shall meet to determine the ultimate disposition of all pension, post-retirement welfare, and post-employment plans.
- B. Replacement Contractor Situation – In the event of reassignment of all or a portion of the Contractor's work under this contract to a replacement Contractor(s) or upon termination or expiration of said contract followed by a replacement Contractor(s) the Contractor will assist DOE in the necessary arrangements for the replacement Contractor(s) to take over the plans, plan assets and plan liabilities. Such arrangements shall include preserving for these employees their accrued pension benefit and vesting service time under the Contract by carrying forward Contractor pension service time to the replacement

Contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.

- C. Change of Plan Sponsor – The DOE shall have the unilateral right to change a plan sponsor upon termination or expiration of the Contract.
- D. Determination of Contract Service Pension Plan Assets and Liabilities
 - (1) Contract Service Assets – Contract Service Assets shall be determined in accordance with 4.3.2 B(1) above and shall include all assets attributable to DOE-funded employer contributions (including investment earnings thereon) and the employee accumulations (including investment earnings thereon) determined at current market value until the date of payment or transfer.
 - (2) Liabilities for Present and Future Benefits – The Contractor’s actuary shall quantify liabilities for employee plan benefits as of the contract termination or expiration date.

4.3.4 Financial Requirements – Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or spin-off shall be placed in short-term investment funds from a date stipulated by the Contracting Officer until the actual date of funds transfer.

Successor Contractor. Any DOE-reimbursed assets awaiting transfer to a successor trustee or to DOE shall be actively managed by the Contractor until the successor trustee or DOE is able to assume stewardship of those assets.

4.3.5 Special Programs – The Contractor shall request DOE prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Such costs are unallowable until specifically approved by the Contracting Officer.

4.4 GROUP SAVINGS PLANS

The Contractor and Assigned Personnel (under teaming arrangements) will maintain three savings plans for employees who are eligible to participate in accordance with their terms; two plans for bargaining unit employees and one plan for non-bargaining employees (exempt and nonexempt). The plans must be established and maintained as qualified defined contribution plans under the regulations of the Internal Revenue Code. The plan and trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the approval of the Contracting Officer. With respect to the Plans, the parties agree as follows:

- A. Costs of employer matching contributions incurred and accrued under the terms of the plans are allowable. Administrative costs not allocated to the Plans will be allocated to participating contractors.

- B. The contractor will provide DOE with annual accounting reports and a copy of IRS Form 5500 as submitted to the Department of Labor each year.
- C. Employee forfeitures of accrued benefits shall be in accordance with the terms of the Plan and such forfeitures shall be used to reduce Contractor contributions made on behalf of remaining participating employees.
- D. In the event of Contract expiration or termination, the Contractor, if requested by DOE to do so, will transfer to a replacement Contractor the Plan, plan assets and plan liabilities.
- E. The Contractor will take no action concerning termination, merger, spin-off, or other action affecting the status of the plans as separate, contract-only plans without the approval of DOE.

4.5 PAID ABSENCES

4.5.1 Personal Time Off – A Personal Time Bank (PTB) is established for eligible employees. Absences for leisure time off, personal time off, facility closure days (holidays), time away from work due to illness or injury, family emergencies or medical/dental appointments will be charged to the employee’s PTB account if the employee wishes to receive pay for the absence. All absences for exempt employees will be charged to the PTB account in full day increments.

Eligible Employee: Regular full-time or part-time exempt and salaried non-exempt employees.

Pay Rate: Hours taken as time off will be paid at the employee’s base salary rate in effect at the time of absence.

Composition: Accrual rates will include the following:

Vacation:	0-5 years service	80 hrs/yr
	>5 years service	120 hrs/yr
	>10 years service	160 hrs/yr
	>20 years service	200 hrs/yr

Holidays: 72 hours designated as facility closure
Days; 8 hours designated by employee as floater

The facility closure days include New Year’s Day, President’s Day*, Memorial Day*, July 4th, Labor Day, Thanksgiving Day, Friday After Thanksgiving, December 24, and Christmas Day.

*These days are observed on the day specified by Federal Law

Sick Personnel: Exempt 40 hrs/yr
 Salaried non-exempt 56 hrs/yr

Time Not Included: Absences for the following will not be taken from an employee's PTB account: Death in the Family (up to 5 days per event); absences of less than full day increments for exempt employees, excused absence (EA) Time (8 hours per year for employees who work north of the Wye Barricade), Jury Duty, Military, Road Conditions, Plant Injury, Volunteerism, and miscellaneous absences as defined in the PTB Policy.

Cash Out Provision: Effective December 8, 2005, through December 31, 2005, employees may cash out all but 40 PTB hours (a minimum of 40 hours must remain in the employees account). No PTB cash out requests will be permitted after December 31, 2005. Payment to employees may occur during the month of January 2006, depending upon when requests are received.

- The rate of cash out will be at the base salary at the time of cash out. Cash out will be in one-hour increments.
- Employees may opt to put the cash directly into their after-tax Savings Plan account.

Maximum PTB Hours: An employee may accumulate up to a maximum number of PTB hours as follows:

- In 2000 900 hours
- In 2001 through 2005 1000 hours
- In 2006 and thereafter 2080 hours

EXEMPT ACCRUALS (hours per biweekly pay period)

	<u>2000 and thereafter</u>
0-5 years of service	7.69
5-10 years of service	9.23
10 to 20 years of service	10.77
More than 20 years of service	12.31

SALARIED NONEXEMPT ACCRUALS (hours per biweekly pay period)

	<u>2000 and thereafter</u>
0-5 years of service	8.31
5-10 years of service	9.85
10-20 years of service	11.38
More than 20 years of service	12.92

4.6 CORPORATE EMPLOYEES

Certain employees of the Contractor and Assigned Personnel (under teaming arrangements) transferred from an affiliate to work under the Contract may continue to participate in their corporate group insurance, pension and savings, and severance pay plans. Costs for such continued participation while assigned to work under the Contract shall be billed to the Contract pursuant to applicable FAR cost principles and/or Cost Accounting Standards. The DOE shall have no further obligation for costs incurred by the parent organizations on behalf of such employees after reassignment or termination from Contract work.

5.0 TRAVEL AND RELOCATION COSTS

Necessary and reasonable expenses incurred by employees and prospective employees for travel and relocation at the request of the company in connection with work under this Contract are allowable, subject to applicable provisions of FAR Subpart 31.2. Project Assignment Allowances and outbound relocation costs upon termination or expiration are unallowable beyond that recognized under Section 3161. In accordance with these regulations, Contractor employees and Assigned Personnel (under teaming arrangements) transferred from corporate entities will be administered under the Contractor's common Relocation and Travel policies which are subject to the review and approval of the Contracting Officer. Special allowances for relocation of employees of Numatec shall be as set out in Schedule I., attached hereto.

6.0 COLLECTIVE BARGAINING AGREEMENTS

The Contractor will consult with DOE on all parameters before and during negotiations.

7.0 WORK FORCE RESTRUCTURING

When the contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer and seek approval, if required under applicable DOE guidance. The Contractor shall provide such information as directed by the Contracting Officer in support of the reduction of force effort 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 from time to time and shall supply workforce

restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employees hiring preference in accordance with Section I clause entitled DEAR 952.226-74 Displaced Employee Hiring Preference (Jun 1997).

8.0 EMPLOYEE MORALE, RECREATION, SERVICE AWARDS, AND WELFARE PROGRAMS

Costs incurred for such programs are allowable in an amount not to exceed thirty-five dollars (\$35.00) per employee per year.

SCHEDULE 1

**SPECIAL ALLOWANCES FOR COGEMA/SGN EMPLOYEES
ASSIGNED TO NUMATEC**

Costs incurred for such programs are allowable in an amount not to exceed thirty-five dollars (\$35.00) per employee per year.

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

APPENDIX C

REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS

This appendix lists the Federal, State and local laws and regulations, DOE Directives, Site-specific manuals for functions and programs, and other agreements that contribute to the planning basis required for the work scope set forth in Section C. 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.

The Contractor will use a "graded approach" to determine applicable sets of requirements for use in design, management and operation of the individual facilities, and execution of projects and programs, with due consideration for industry standards, elimination of redundant requirements, value added, and the level of risk associated with each facility or program.

New requirements or changes to the requirements identified below will be assessed for impact by the Contractor. The Contractor will as appropriate, request elimination, a waiver or submit a Baseline Change Request before incorporating and working to the new or changed requirement.

The requirements listed in this section will be applied to discrete work activities as the Contractor determines to be applicable. The Contractor will maintain an applicability matrix to manage requirements in direct support of cleanup and closure work. The matrix will be limited to requirements corresponding to the 20 functional areas identified in HNF-8663, Operational Activities Requirements Applicability Matrix (RAM). These functional areas contain environmental, safety health, quality, safeguards and security requirements directly applicable to performance of fieldwork. The matrix will be subject to RL assessment. Facility-specific agreements will establish the work specific applicability.

J.C.1 FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

J.C.1.1 Code of Federal Regulations (CFR)

Document Number	Title
10 CFR 71	Packaging And Transportation Of Radioactive Material
10 CFR 72	Licensing Requirements For The Independent Storage Of Spent Nuclear Fuel
10 CFR 73	Physical Protection Of Plants And Materials
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 820	Procedural Rules For DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management
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
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 1220	Federal Records, General
36 CFR 1222	Creation And Maintenance Of Federal Records
36 CFR 1228	Disposition Of Federal Records
36 CFR 1232	Audiovisual Records Management
36 CFR 1234	Electronic Records Management
36 CFR 1236	Management of Vital Records
36 CFR 60	National Register Of Historic Places
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 (CERCLA)
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
40 CFR 60.150	Standards Of Performance For New Stationary Sources
41 CFR 101	Federal Property Management Regulations
41 CFR 102-192	Mail Management
48 CFR 970	DOE Management and Operating Contracts
48 CFR 52.243.1	Changes-Fixed-Price
48 CFR Subpart 31.2	Contract Cost Principles and Procedures
48 CFR 42.708(a)	Quick-Closeout Procedure

Document Number	Title
49 CFR 40	Procedures For Transportation Workplace Drug Testing Programs
49 CFR 130	Oil Spill Prevention and Response Plans
49 CFR 107	Hazardous Materials Program Procedures
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements
49 CFR 173	Shippers -- General Requirements for Shipments and Packagings
49 CFR 174	Carriage By Rail
49 CFR 177	Carriage by Public Highway.
49 CFR 178	Specifications For Packagings
49 CFR 179	Specifications For Tank Cars
49 CFR 180	Continuing Qualification And Maintenance Of Packagings
49 CFR 383	Commercial Driver's License Standards, Requirements and Penalties
49 CFR 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

J.C.1.2 U.S. Code (USC)

Document Number	Title
5 USC Chapter 57	Travel, Transportation, and Subsistence
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
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 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 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
5 USC 552	Public Information; Agency Rules, Opinions, Orders, Records, and Proceedings
5 USC 552A	Records Maintained on Individuals

J.C.1.3 Executive Orders

Document Number	Title
Executive Order 12516	Final Guidance on Administrative Records for Selecting CERCLA Response Actions
Executive Order 13101	Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition
Executive Order 13123	Greening the Government Through Efficient Energy Management
Executive Order 13148	Greening the Government Through Leadership in Environmental Management
Executive Order 13221	Energy Efficient Standby Power Devices

J.C.1.4 Office of Management and Budget Circulars (OMB)

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

J.C.1.5 Washington Administrative Code (WAC)

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

J.C.1.6 Permits

Document Number	Title
AOP 00-05-006	Hanford Site Air Operating Permit
WA-000374-3	National Pollutant Discharge Elimination System Permit for the 100 K Area Water Treatment Plant
WA-002591-7	National Pollutant Discharge Elimination System Permit for the 300 Area TEDF
WA780008967	Hanford Facility Resource Conservation and Recovery Act (RCRA) Permit

J.C.1.7 Local Laws and Regulations

Document Number	Title
BCAA REGULATION	County Air Pollution Control Authority

J.C.2 DOE DIRECTIVES AND AGREEMENTS

J.C.2.1 Directives, Regulations, Policies, and Standards

Document Number	Title
CRD M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
CRD O 142.1	Classified Visits Involving Foreign Nationals
CRD O 142.2	Safeguards Agreement and Protocol with the International Atomic Energy Agency
CRD O 142.3	Unclassified Foreign Visits and Assignments
CRD O 151.1A	Comprehensive Emergency Management System
CRD N 205.2	Foreign National Access to DOE Cyber Systems
CRD M 205.1-1	Incident Prevention, Warning, and Response (IPWAR) Manual
CRD N 205.3	Password Generation, Protection, and Use
CRD O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
CRD O 221.2	Cooperation With the Office of the Inspector General
CRD O 225.1A	Accident Investigations
CRD M 231.1-1A, Chg 1	Environment, Safety, and Health Reporting Manual (Implement per RL letter 04-PRO-0565, dated 9/2/04, and RL letter 05-SED-0138, dated 6/17/05)
CRD O 241.1	Scientific and Technical Information Management
CRD O 350.1, Chg 1	Contractor Human Resources Management Program
CRD O 413.1A	Management Control Program
CRD O 413.3, Chg 1	Project Management for the Acquisition of Capital Assets
CRD O 414.1C	Quality Assurance
CRD O 450.1	Environmental Protection Program
CRD O 460.1B	Packaging and Transportation Safety
CRD O 460.2, Chg 1	Contractor Requirements Document Departmental Materials Transportation & Packaging Management
CRD M 470.1-1	Safeguards and Security Awareness Program
CRD M 471.2-1B	Classified Matter Protection and Control Manual (Only Chapter III, Paragraphs 1 and 2, are applicable)
CRD M 471.2-2	Classified Information Systems Security Manual
CRD M 471.3-1	Manual for Identifying and Protecting Official Use Only Information (Implement per RL letter 05-PRO-0180, dated 3/15/05, and 05-SES-0155 dated 6/17/05)
CRD O 472.1C	Personnel Security Activities
CRD O 473.1	Physical Protection Program
CRD O 473.2	Protective Force Program
CRD M 473.2-1A	Firearms Qualification Courses Manual
CRD O 474.1A	Control and Accountability of Nuclear Materials
CRD M 475.1-1A	Identifying Classified Information
CRD O 522.1	Pricing of Departmental Materials & Services
CRD O 580.1	Department of Energy Personal Property Management Program
DOE 1340.1B	Management of Public Communications Publications and Scientific, Technical and Engineering Publications
DOE 5400.5, Chg 1&2	Radiation Protection of the Public and the Environment
CRD 5480.20A	Personnel Selection, Qualifications, and Training Requirements of DOE Nuclear Facilities
DOE 5530.3, Chg 1	Radiological Assistance Program
DOE 5610.2, Chg 1	Control of Weapon Data

J.C.2.2 DOE-RL Supplemented Contractor Requirement Documents

Document Number	Title
CRD O 110.3 (5/8/00)	Conference Management
CRD O 142.3 (Supp Rev 0)	Unclassified Foreign Visits and Assignments
CRD O 200.1 (Supp Rev 2)	Information Management Program
CRD O 205.1 (Supp Rev 1)	DOE Cyber Security Management Program (Implement per RL letter 06-SES-0081, dated February 17, 2006)
CRD N 206.3 (Supp Rev 0)	Personal Identity Verification
CRD O 225.1A (Supp Rev 0)	Accident Investigations
CRD O 226.1 (Supp Rev 0)	Implementation of Department of Energy Oversight Policy
CRD M 231.1-2 (Supp Rev 4)	Occurrence Reporting and Processing of Operations Information
CRD O 420.1B (Supp Rev 0)	Facility Safety

Document Number	Title
CRD O 425.1C (Supp Rev 1)	Startup And Restart Of Nuclear Facilities
CRD O 430.1A (Supp Rev 2)	Life Cycle Asset Management
CRD O 435.1, Chg 1 (Supp Rev 0)	Radioactive Waste Management
CRD O 440.1A (Supp Rev 0)	Worker Protection Management of DOE Federal and Contractor Employees
CRD M 440.1-1A (Supp Rev 0)	DOE Explosives Safety Manual
CRD O 440.2A (Supp Rev 1)	Aviation Management and Safety
CRD O 442.1A (Supp Rev 1)	Department Of Energy Employee Concerns Program
CRD O 461.1A (Supp Rev 0)	Packaging and Transfer or Transportation of Materials of National Security
CRD O 470.1, Chg 1 (Supp Rev 1)	Safeguards and Security Program Requirements
CRD O 470.2B (Supp Rev 2)	Independent Oversight and Performance Assurance Program (Implement per RL letter 03-PRO-0590, dated 7/18/03)
CRD M 470.4-6 (Supp Rev 0)	Nuclear Material Control and Accountability
CRD O 471.1A (Supp Rev 0)	Identification and Protection of Unclassified Controlled Nuclear Information
CRD M 471.2-1C Chg 1 (Supp Rev 1)	Classified Matter Protection and Control Manual
CRD M 471.2-4 (Supp Rev 0)	Technical Surveillance Countermeasures Manual
CRD O 471.2A (Supp Rev 2)	Information Security Program
CRD O 471.4 (Supp Rev 0)	Incidents of Security Concern (Implement per RL letter 05-SES-0021, dated November 3, 2004)
CRD O 471.3 (Supp Rev 1)	Identifying and Protecting Official Use Only Information (Implement per RL letter 05-PRO-0180 dated 3/15/05, and RL letter 05-SES-0155, dated 6/17/05)
CRD M 473.1-1 (Supp Rev 0)	Physical Protection Program Manual
CRD M 473.2-2, Chg 1 (Supp Rev 0)	Protective Force Program Manual
CRD N 473.9 (Supp Rev 0)	Security Conditions
CRD O 481.1B (Supp Rev 0)	Work for Others (Non Department of Energy Funded Work)
CRD O 551.1B (Supp Rev 0)	Official Foreign Travel
CRD O 5480.19 Chg 2 (Supp Rev 3)	Conduct of Operations Requirements for DOE Facilities

J.C.2.3 DOE-RL Implementing Documents

Document Number	Title
DOE-0223	RL Emergency Implementing Procedures
DOE/RL-2001-0036, REV. 0 - A	Hanford Sitewide Transportation Safety Document
DOE/RL-2002-12	Hanford Radiological Health and Safety Document
DOE/RL-2003-39, Rev 0	Hanford Long Term Stewardship Program and Transition: Preparing for Environmental Management Cleanup Completion
DOE/RL-2004-29	Sampling and Analysis Plan for the Plutonium Finishing Plant Above-Grade Structures
DOE/RL-2005-13	Action Memorandum for the Plutonium Finishing Plant Above-Grade Structures Non-Time Critical Removal Action
DOE/RL-2005-14	Removal Action Work Plan or the Plutonium Finishing Plant Above-Grade Structures: Facility Deactivation
DOE/RL-2005-15	Removal Action Work Plan or the Plutonium Finishing Plant Above-Grade Structures: Ancillary Facility Demolition
DOE/RL-2005-16	Plutonium Finishing Plant Above-Grade Structures Waste Management Plan
TPA-CN-150	Change Notice for Modifying Approved Tri-Party Agreement Document DOE/RL-2005-15
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-94-02	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 2	Hanford Analytical Services Quality Assurance Requirements Document
DOE/RL-96-82, Rev 1	Hanford Facility Dangerous Waste Closure Plan, 241-Z Treatment and Storage Tanks
DOE/RW-0333P, Rev. 8	Office of Civilian Radioactive Waste Management - Quality Assurance Requirements and Description for the Civilian Radioactive Waste Management Program.
SCSP, July 5, 2005	Richland Regional Office Site Counterintelligence Support Plan, Hanford Site CI Support Plan (SCSP)

J.C.2.5 Record of Decisions (ROD)

Document Number	Title
(none)	200-ZP-1 Interim Action Declaration of the ROD
(none)	Action Memorandum: Expedited Response Proposal for 200 West Carbon Tetrachloride Plume (200-ZP-2 Action Memorandum)
(none)	Record of Decision 221-U Facility (Canyon Disposition Initiative) Hanford Site, Washington; dated September 30, 2005
(none)	100-HR-3 ROD Amendment
53 FR 12449, April 14, 1988, No. 72, pp. 12449	Disposal of Hanford Defense High-Level, Transuranic, and Tank Waste Environmental Impact Statement, Hanford Site, Richland, Washington: Record of Decision (ROD)

Document Number	Title
61 FR 10736, March 15, 1996, Doc. 96-6291	Record of Decision: Management of Spent Nuclear Fuel From the K Basins, as amended June 2005
61 FR 36352, July 10, 1996, Doc. 96-17561	Record of Decision for the Plutonium Finishing Plant Stabilization
61 FR 41956, August 9, 1996, Doc. 96-20237	Record of Decision for the Disposal of Decommissioned, Defueled Cruiser, Ohio Class, and Los Angeles Class Naval Reactor Plants
62 FR 3014, January 21, 1997, Doc. 97-1355	Record of Decision for the Storage and Disposition of Weapons-Usable Fissile Materials Final Programmatic Environmental Impact Statement
63 FR 3623, January 23, 1998, Doc. 98-1653	Record of Decision for the Waste Isolation Pilot Plant Disposal Phase
63 FR 3629, January 23, 1998, Doc. 98-1654	Record of Decision for the Waste Management Program: Treatment and Storage of Transuranic Waste
63 FR 41810, August 5, 1998, Doc. 98-20895	Record of Decision for the Waste Management Program: Treatment of Non-wastewater Hazardous Was
63 FR 43386, August 13, 1998, Doc. 98-21744	Amended Record of Decision for Storage and Disposition of Weapons-Usable Fissile Materials
64 FR 46661, August 26, 1999, Doc. 95-29313	Record of Decision; Safe Interim Storage of Hanford Tank Wastes
64 FR 46661, August 26, 1999, Doc. 99-22149	Record of Decision for the DOE Waste Management Program: Storage of High-Level Radioactive Waste
64 FR 61615, November 12, 1999, Doc. 99-29325	Record of Decision: Hanford Comprehensive Land-Use Plan Environmental Impact Statement (HCP EIS)
65 FR 10061, February 25, 2000, Doc. 00-4439	Record of Decision for the Waste Management Program: Treatment and Disposal of Low-Level Waste and Mixed Low-Level Waste; Amendment of the Record of Decision for the Nevada Test Site
DOE/EA-0987	Disposition of Alkali Metal Test Loops, Hanford Site, Richland, Washington
DOE/EA-0993	Environmental Assessment, Shutdown of the Fast Flux Test Facility, Hanford Site, Richland, Washington
DOE/EA-1185	Management of Hanford Site Non-Defense Production Reactor Spent Fuel
DOE/EA-1319	Disposition of Surplus Hanford Site Uranium, Hanford Site, Richland Washington
DOE/EIS-0222-F	Comprehensive Land Use Plan EIS
DOE/EIS-0244-FS-1	Supplement Analyses
DOE/EIS-0244-FS-2	Supplement Analyses
DOE/EIS-0244-FS-3	Supplement Analyses
DOE/EIS-0244-FS-4	Supplement Analyses
DOE/EIS-0244-FS-5	Supplement Analyses
DOE/EIS-0244-FS-6	Supplement Analyses
DOE/EIS-0244-FS-7	Supplement Analyses
DOE/EIS-0244-FS-8	Supplement Analyses
DOE-EIS-0244-FS-9	Supplement Analyses
DOE/EIS-0244F	Record of Decision for Plutonium Finishing Plant Stabilization Final EIS, June 1996
DOE/EIS-0245-SA1	Supplemental Analysis for EIS-0245F
DOE/EIS-0283	Record of Decision for the Surplus Plutonium Disposition Final EIS, January 2000
DOE/EIS-0310	Final Programmatic Environmental Impact Statement for Accomplishing Expanded Civilian Nuclear Energy Research and Development and Isotope Production Missions in the United States Including the Role of the Fast Flux Test Facility
(none)	Interim Action ROD for the 200-UP-1 Operable Unit
(none)	Interim Action ROD for the DOE Hanford 100-HR-3 and 100-KR-4 Operable Units
(none)	Interim Action ROD for the DOE Hanford 100-NR-1 and 100-NR-2 Operable Units
(none)	Interim Action ROD for the DOE Hanford 300-FF-2 Operable Unit, April 2001

J.C.2.6 Authorization Agreements (latest implemented revision)

Document Number	Title
HNF-10611	WESF Authorization Agreement
HNF-9830	Plutonium Finishing Plant Authorization Agreement
HNF-11186	B Plant Authorization Agreement
HNF-11187	Plutonium-Uranium Extraction Authorization Agreement (Includes PUREX Facility and PUREX Storage Tunnels)
HNF-5356	K Basin Closure Project Authorization Agreement
HNF-5810	324 Building Deactivation Project Authorization Agreement
HNF-9612	FFTF Authorization Agreement
HNF-19225	U Plant Authorization Agreement
HNF-20747	Reduction and Oxidation Facility (REDOX)
HNF-25842	Solid Waste Operations Complex (SWOC) Authorization Agreement
HNF-29132	Canister Storage Area and the 200 Area Interim Storage Areas Authorization Agreement

J.C.2.7 Acceptance Criteria

Document Number	Title
BHI-00139	Environmental Restoration Disposal Facility Waste Acceptance Criteria
CAO-94-1012	Quality Assurance Program Document (QAPD)
DOE-STD-3013	Stabilization, Packaging and Storage of Plutonium - Bearing Materials
DOE/RW-0351 Rev 3	Waste Acceptance System Requirements Document, E000000000-00811-1708-0001 REV 03
DOE/WIPP-02-3122 Rev. 0.1	Contact-Handled Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant
HNF-2599, Rev. 6	Hanford Site Transuranic Waste Characterization Quality Assurance Project Plan
G-ESR-G-00035, Rev. 1, dated July 26, 2000	Savannah River Site Stabilization and Packaging Requirements for Plutonium Bearing Materials in Storage
HNF-2600, Rev. 7	Hanford Site Transuranic Waste Certification Plan
HNF-3172	Hanford Site Liquid Waste Acceptance Criteria
HNF-EP-0063	Hanford Solid Waste Acceptance Criteria
HNF-SD-SNF-OCD-001, Rev. 6	Spent Nuclear Fuel Project Product Specification
LA-UR-00-3245	Integrated Surveillance Program in Support of Long-Term Storage of Pu-Bearing Materials
SNF-4894	Spent Nuclear Fuel Project Acceptance Criteria for LWR Spent Fuel Storage System
SNF-7199	Shippingport PWR Core 2 Blanket Fuel Assemblies Acceptance Criteria
WHC-SD-SNF-TI-001	Hanford Spent Fuel Inventory Baseline

J.C.2.8 Mutual Aid Agreements

Document Number	Title
(none)	The Memorandum Of Understanding Between The U.S. Fish And Wildlife Service (FWS) And The U.S. Department Of Energy, Richland Operations Office, (DOE-RL) For The Operation Of The Fitzner-Eberhardt Arid Lands Ecology Reserve At The Hanford Site
(none)	Memorandum of Understanding for Mutual Law Enforcement Assistance
0103719/01-SES-293	Air Tanker Support
(none)	Tri-County Mutual Aid Agreement
13700-2-J0595	Cooperative Agreement Between U.S. Fish And Wildlife Service, Hanford Reach National Monument/Saddle Mountain National Wildlife Refuge And Columbia National Wildlife Refuge And The DOE/RL Hanford Fire Department.
(none)	Letter Of Agreement Between U.S. Department Of Energy, Richland Operations Office (RL) And National Weather Service (NWS) For Possible Response To An Emergency At The Hanford Site
(none)	Memorandum Of Understanding Between Energy Northwest And U.S. Department Of Energy, Richland Operations Office For Emergency Preparedness and Response
(none)	Memorandum Of Understanding Between Siemens Power Corporation And U.S. Department Of Energy, Richland Operations Office
(none)	Memorandum Of Understanding (MOU) Between The U.S. Department Of Energy, Richland Operations Office (RL) And Kadlec Medical Center (KMC)
(none)	Memorandum Of Understanding Between The United States Department Of Energy-Richland Operations Office (RL) And Kennewick General Hospital
(none)	Memorandum Of Understanding Between The United States Department Of Energy-Richland Operations Office (RL) And Our Lady of Lourdes Medical Center
(none)	Memorandum Of Understanding Between U.S. Department Of Energy, Richland Operations Office And Benton County Emergency Services For Emergency Preparedness
(none)	Memorandum Of Understanding Between U.S. Department Of Energy, Richland Operations Office And Franklin County For Emergency Preparedness
(none)	Memorandum Of Understanding Between U.S. Department Of Energy Richland Operations Office And Grant County For Emergency Preparedness
(none)	Memorandum Of Understanding Between U.S. Department Of Energy, Richland Operations Office, And Hanford Environmental Health Foundation And Energy Northwest For Treatment Of Radiologically Contaminated Persons
(none)	Memorandum Of Understanding Between U.S. Department Of Energy, Richland Operations Office And Hanford Environmental Health Foundation And Allied Technology Group, Inc. For The Use Of The Emergency Decontamination Facility
(none)	Memorandum Of Understanding Between U.S. Department Of Energy, Richland Operations Office And Hanford Environmental Health Foundation And Siemens Power Corporation For The Use Of The Emergency Decontamination Facility December 1999
(none)	Memorandum Of Understanding Between U.S. Department Of Energy, Richland Operations Office And The State Of Oregon For Emergency Preparedness
(none)	Memorandum Of Understanding Between U.S. Department Of Energy, Richland Operations Office And Washington State For Emergency Preparedness

Document Number	Title
(none)	Memorandum Of Understanding Between The Washington State Department Of Agriculture, Adams County Noxious Weed Control Board, Benton County Noxious Weed Control Board, Franklin County Noxious Weed Control Board, Grant County Noxious Weed Control Board and United States Department Of Energy Richland Field Office For Management Of Noxious Weed And Undesirable Plants.

**PERFORMANCE OBJECTIVES, MEASURES,
EXPECTATIONS AND INCENTIVES**

SECTION J

**APPENDIX D
FY 2007 – FY 2008**

<u>PI</u>	<u>PHMC Modification</u>	<u>Description</u>
RL-0011	Modification A255	NM Stabilization and Disposition – PFP
RL-0012	Modification A255	SNF Stabilization and Disposition – KBC
RL-0013	Modification A255	Solid Waste Stabilization and Disposition
RL-0030	Modification A255	Soil and Water Remediation – GWVZ Nuclear Facility
RL-0040	Modification A255	Nuclear Facility D&D – Remainder of Hanford
RL-0042	Modification A255	Nuclear Facility FFTF
RL-Composite (Rev. 1)	Modification M252	Composite Performance
FHI-Cost Underrun Funded	Modification M252	Cost Underrun Funded Performance Incentive

This page intentionally left blank.

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

SECTION J

APPENDIX E

LISTING OF STRUCTURES/BUILDINGS AND WASTE SITES

TABLE E-1	EXISTING STRUCTURES
TABLE E-2	DEMOLISHED STRUCTURES WITH REMAINING SLABS/ POTENTIAL HAZARDS
TABLE E-3	WASTE SITES
TABLE E-4	WASTE SITES TO BE DISPOSITIONED THROUGH FACILITY D&D
TABLE E-5	CLOSED WASTE SITES WITH POST CLOSURE ACTIVITIES
TABLE E-6	GROUNDWATER OPERABLE UNITS

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
105KE Basin	Spent Fuel Storage Basin	100K	C.2.1.1.1.1	Complete Transition of Basin & Turn over to RCC for final disposition
105KE Water Tunnels	105-KE \ Water Tunnels	100K	C.2.1.1.1.1	Turn over to RCC for Final Disposition
105KW Basin	Spent Fuel Storage Basin	100K	C.2.1.1.1.1	Complete Transition of Basin & Turn over to RCC for final disposition
1112NA	Microwave Tower Annex	100N	C.4.2.44	Complete Transition & Disposition
119KE	119-KE Exhaust Air Sampling Bldg	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
142K	Cold Vacuum Drying Facility	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
142KA	CVDF Generator Building	100K	C.2.1.1.1.1	Complete Disposition
1506K1	Fiber Optics Computer Hut	100K	C.2.1.1.1.1	Turn over to RCC for Final Disposition
151K	Electrical Substation (230 kV)	100K	C.4.2.50	Complete Disposition
151KE	Electrical Substation (230 kV)	100K	C.4.2.50	Complete Disposition
151KW	Electrical Substation (230 kV)	100K	C.4.2.50	Complete Transition & Disposition
1601D	Pump and Treat Transfer Building	100D	C.2.5.4	Complete Transition & Disposition
1601H	Transfer Building	100H	C.2.5.4	Complete Transition & Disposition
1604K	100-KR-4 Pump and Treat	100K	C.2.5.4	Complete Transition & Disposition
1606K	Transfer Building KR3	100K	C.2.5.4	Complete Transition & Disposition
1607K	Transfer Building 1	100K	C.2.5.4	Complete Transition & Disposition
1614K3	Environmental Monitoring Station	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
165KE	KE Power Control Building	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
166AKE	Oil Storage Facility	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
167K	Crosstie Tunnel Building	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1705KE	Effluent Water Treatment Pilot Plant	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1706KE	1706KE Water Studies Semiworks	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1706KEL	Development Laboratory	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1706KER	Water Studies Recirculation Bldg	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1713H	Warehouse	100H	C.2.5.4	Complete Transition & Disposition
1713KE	Shop Building	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1713KER	Warehouse	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1713KW	Warehouse	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1714KE	Oil and Paint Storage Shed	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1714KW	Oil & Paint Storage Shed	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1717K	Maintenance Transportation Shop	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
1724K	Maintenance Shop	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1724KA	Storage Shed	100K	C.2.1.1.1.1	Complete Disposition
1724KB	Gas Bottle Storage Facility	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
181B	River Pump House (Serves B & C)	100B	C.4.2.53	Complete Transition & Disposition
181D	River Pump House (Serves DR)	100D	C.4.2.53	Complete Transition & Disposition
181KE	River Pump House	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
182B	Reservoir and Pump House	100B	C.4.2.53	Complete Transition & Disposition
182D	Reservoir and Pump House	100D	C.4.2.53	Complete Transition & Disposition
183.1KE	Headhouse, Cl, Alum & Chem Storage	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
183.2KE	KE Sedimentation Basins	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
183.3KE	KE Filter Basin	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
183.4KE	KE Reservoir & Clearwells	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
183.5KE	Lime Feeder Building	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
183.6KE	Lime Feeder Building	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
183.7KE	183KE Pipe Tunnel	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
183D	Filter Plant Power Operation Facility	100D	C.2.2.2.1	Complete Transition & Disposition
183KE	Chlorine Vault	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
185K	Potable Water Treatment Plant	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1901Y	Export Water Line Valve House	600	C.4.2.53	Complete Transition & Disposition
1901Z	Export Line Valve House	600	C.4.2.53	Complete Disposition
1902D	Elevated Water Tank	100D	C.4.2.53, Turn over to RCC for Final Disposition	
1908K	Outfall Structure	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
1908KE	Effluent Water Monitoring Station	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
190KE	Main Pump House	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
200CC-BA	Construction Complex Boiler Annex	200W	C.6.7	Complete Transition & Disposition
200E SALDS	State-Approved Land Disposal Structure	200E	C.3.6.1	Complete Transition & Disposition
201W	Vegetation and Animal Control Shop SE CRN 200W	200W	C.4.2.4	Complete Transition & Disposition
2025E	Effluent Treatment Facility -200E	200E	C.3.6.1	Complete Transition & Disposition
2025EA	Effluent Treatment Office Bldg	200E	C.3.6.1	Complete Transition & Disposition
2025EC	Containment Pit and Sump	200E	C.3.6.1	Complete Transition & Disposition
2025EC71	ETF LCU Building	200E	C.3.6.1	Complete Transition & Disposition
2025ED	ETF Truck Load-in Facility	200E	C.3.6.1	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
202A	PUREX Canyon and Service Facility	200E	C.2.2.2.1	Complete Disposition
202A417	Steam Condensate Pump Pit	200E	C.2.2.2.1	Complete Disposition
202S	REDOX Canyon	200W	C.2.2.2.1	Complete Disposition
203A	Acid Pump House	200E	C.2.2.2.1	Complete Disposition
203UX	Gas Storage Building	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
204A	Acid Storage Vault, U Cell below Grade	200E	C.2.2.2.1	Complete Disposition
206A	Vacuum Acid Fractionator Building	200E	C.2.2.2.1	Complete Disposition
207B	Cooling Water Retention Basin	200E	C.2.2.2.1	Complete Disposition
207BA	CBC Sampler Building	200E	C.2.2.2.1	Complete Disposition
207U	Water Retention Basins, Sample Pit & Equip. Enclosure	200W	C.2.2.2.1	Complete Disposition
209E	Tank Farm Waste Support Facility	200E	C.2.2.2.1	Complete Transition & Disposition
209EA	90 Day Storage Pad with Metal Roof	200E	C.2.2.2.1	Complete Transition & Disposition
2101M	Spare Parts Warehouse, Office Bldg	200E	C.4.2.31	Complete Transition & Disposition
2102M	Storage Shed	200E	C.4.2.50	Complete Transition & Disposition
2102N	Storage Shed	200E	C.4.2.50	Complete Transition & Disposition
2104M	Truck Shed	200E	C.4.2.16	Complete Transition & Disposition
2104N	Breezeway	200E	C.4.2.50	Complete Transition & Disposition
210A	Oil Drum Storage (PUREX)	200E	C.2.2.2.1	Complete Disposition
210E	Cement Storage	200E	C.4.2.31	Complete Transition & Disposition
211A	Chemical Makeup Tank Farm, Pump House	200E	C.2.2.2.1	Complete Disposition
211B	Chemical Makeup Tank Farm	200E	C.2.2.2.1	Complete Disposition
211BA	BCE Neutralization	200E	C.2.2.1.3.1	Complete Transition & Disposition
211BA151	BCE Diversion / Pump Station	200E	C.2.2.1.3.1	Complete Disposition
211BB	Motor Control Center Building	200E	C.2.2.2.1	Complete Disposition
211S	Cold Chemical Makeup Tank Farm	200W	C.2.2.2.1	Complete Disposition
211T	Cold Chemical Makeup Tank Farm	200W	C.3.4.1	Complete Transition & Disposition
211T52	Instrumentation Building	200W	C.3.4.1	Complete Transition & Disposition
211U	Cold Chemical Makeup Tank Farm	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
211UA	Cold Chemical Makeup Tank Farm Addition	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
2120WA	CWC Equipment Storage Building	200W	C.3.2.1	Complete Transition & Disposition
2120WB	CWC Equipment Storage Building	200W	C.3.2.1	Complete Transition & Disposition
2125E	ETF North End Storage Facility	200E	C.3.6.1	Complete Transition & Disposition
212A	Fission Product Loadout Station	200E	C.2.2.2.1	Complete Disposition
212B	Fission Product Loadout, Cask Transfer Building	200E	C.2.2.2.1	Complete Disposition
212H	Canister Storage Building	200E	C.3.1.1	Complete Transition & Disposition
212N	Storage Building	600	C.2.2.2.1	Complete Disposition
212P	Electrical Storage & Transformer Shop	600	C.2.2.2.1	Complete Transition & Disposition
212R	Storage Building	600	C.2.2.2.1	Complete Disposition
212T	T Plant Storage	200W	C.3.4.1	Complete Disposition
213A	Fission Product Load-in Station	200E	C.2.2.2.1	Complete Disposition
213E	Storage Shed	200E	C.4.2.26	Complete Transition & Disposition
214A	PUREX Warehouse	200E	C.2.2.2.1	Complete Disposition
214T	Metal Chemical Storage Building	200W	C.3.4.1	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
215C	Gas Preparation Building	200E	C.2.2.2.1	Complete Disposition
216A29A	Ditch Control Structure	200E	C.2.2.2.1	Complete Disposition
216A524	Crib Control Structure	200E	C.2.2.2.1	Complete Disposition
216E28B	Contingency Pond Bypass Control Structure	600	C.2.2.2.1	Complete Transition & Disposition
216E28C	PUREX Cooling Water Line Flow Meter	600	C.2.2.2.1	Complete Disposition
216E43A	Pond A at 200 Area TEDF	600	C.3.7.1	Complete Transition & Disposition
216E43B	Pond B at 200 Area TEDF	600	C.3.7.1	Complete Transition & Disposition
216Z9A	Contaminated Soil Removal Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
216Z9B	Z-9 Mining Facility Operator's Cubicle	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
216Z9C	216-Z-9 Weather Enclosure	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
216ZP1	MAIN PROCESS FACILITY 200-ZP-1	200W	C.2.5.4	Complete Transition & Disposition
216ZP1A	Injection Manifold Building	200W	C.2.5.4	Complete Transition & Disposition
216ZP1B	Extraction Manifold Building	200W	C.2.5.4	Complete Transition & Disposition
216ZP1C	Extraction Manifold Building	200W	C.2.5.4	Complete Transition & Disposition
217A	SAMSCONS Surveillance for Deactivating PUREX Bldg	200E	C.2.2.2.1	Complete Disposition
217B	Demineralizer Building	200E	C.2.2.2.1	Complete Disposition
218B	Emergency Equipment Storage Shed	200E	C.2.2.1.3.1	Complete Transition & Disposition
218E14	PUREX Plant Storage Tunnel #1	200E	C.2.2.2.1	Complete Disposition
218E15	PUREX Plant Storage Tunnel #2	200E	C.2.2.2.1	Complete Disposition
218E7	Dry Burial Vaults - behind 222B, inactive	200E	C.2.2.2.1	Complete Transition & Disposition
218W5-252	Electrical Control Building - Trench 31	200W	C.3.10.1	Complete Transition & Disposition
218W5-252A	Electrical Control Building - Trench 34	200W	C.3.10.1	Complete Transition & Disposition
218W5T31T1	Leachate Storage Tank-Trench 31	200W	C.3.10.1	Complete Disposition
218W5T34T1	Leachate Storage Tank-Trench 34	200W	C.3.10.1	Complete Disposition
219C	Liquid Waste Processing Storage Unit	200E	C.3.6.1	Complete Transition & Disposition
219D	Liquid Waste Processing Storage Unit	200E	C.3.6.1	Complete Transition & Disposition
220A	Steam Condensate Sampler Pit	200E	C.2.2.2.1	Complete Disposition
221A	Former KEH Pipefitter Shop	200E	C.2.2.2.1	Complete Disposition
221B	B Plant Canyon	200E	C.2.2.2.1	Complete Disposition
221BA	Cooling Water Monitoring Station	200E	C.2.2.2.1	Complete Disposition
221BB	Process Steam and Condensate Building	200E	C.2.2.2.1	Complete Disposition
221BC	SWP Change House	200E	C.2.2.2.1	Complete Disposition
221BD	Laundry Storage Building	200E	C.2.2.2.1	Complete Disposition
221BF	Condensate Effluent Discharge Facility at B Plant	200E	C.2.2.2.1	Complete Disposition
221BG	B Plant Cooling Water Sampling Bldg	200E	C.2.2.2.1	Complete Disposition
221BK	B Plant Canyon Ventilation Instrument Bldg	200E	C.2.2.2.1	Complete Disposition
221T	T Plant Canyon	200W	C.3.4.1	Complete Transition & Disposition
221TA	Fan House	200W	C.3.4.1	Complete Transition & Disposition
221U	U Plant Canyon Building	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
2220E	Telephone Exchange Building	200E	C.4.2.44	Complete Transition & Disposition
2220W	Telephone Exchange	200W	C.4.2.44	Complete Disposition
222B	Office Building	200E	C.2.2.2.1	Complete Disposition
222S-BA	222S Boiler Annex	200W	C.6.7	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
222T	Office Administration Building	200W	C.2.2.2.1	Complete Transition & Disposition
2230E	Materials Receiving and Distribution Warehouse	200E	C.4.2.31	Complete Transition & Disposition
2231E	Storage Building	200E	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
2232E	Storage Building (Ladders)	200E	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
2233E	Storage Building	200E	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
224B	Plutonium Concentration Facility	200E	C.2.2.2.1	Complete Disposition
224T	Transuranic Storage and Assay Facility	200W	C.2.2.2.1	Complete Transition & Disposition
224U	UO3 Plant Concentration and Loadout Building	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
224UA	UO3 Calcination and Loadout Facility	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
2259W	Pipefitters Storage	200W	C.4.2	Complete Disposition
225B	Waste Encapsulation & Storage Facility	200E	C.2.2.1.3.1	Complete Transition & Disposition
225BA	K1 Filter Pit Encapsulation Facility	200E	C.2.2.1.3.1	Complete Transition & Disposition
225BB	K3 Filter Pit Encapsulation Facility	200E	C.2.2.1.3.1	Complete Transition & Disposition
225B-BA	225B Boiler Annex	200E	C.6.7	Complete Transition & Disposition
225BC	Encapsulation Compressor Facility	200E	C.2.2.1.3.1	Complete Transition & Disposition
225BD	Encapsulation Waste Monitoring & Sample Bldg	200E	C.2.2.1.3.1	Complete Transition & Disposition
225BE	Encapsulation Maintenance Shop	200E	C.2.2.1.3.1	Complete Transition & Disposition
225BF	WESF Tanker Loadout Station	200E	C.2.2.1.3.1	Complete Transition & Disposition
225BG	WESF Closed Loop Cooling Equipment Building	200E	C.2.2.1.3.1	Complete Transition & Disposition
225BG-GEN1	Backup Generator & Diesel Fuel Tanks	200E	C.2.2.1.3.1	Complete Disposition
225E	TEDF Pump Station 2	200E	C.3.7.1	Complete Transition & Disposition
225EC	TEDF - Local Control Unit 55C-13	200E	C.3.7.1	Complete Disposition
225W	TEDF Pump Station 1	200W	C.3.7.1	Complete Transition & Disposition
225WA	Treated Effluent Monitoring Bldg at T Plant	200W	C.3.4.1	Complete Transition & Disposition
225WC	PFP Wastewater Sampling Facility	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2262W	Painters Storage Building	200W	C.4.2.31	Complete Transition & Disposition
2263W	Storage Building (Bottles)	200W	C.4.2.31	Complete Transition & Disposition
2265W	Storage Building (Ice Storage)	200W	C.4.2.31	Complete Transition & Disposition
2300W	Electrician Shop / Office (Skid Shack)	200W	C.4.2.31	Complete Transition & Disposition
2304W	Pipefitter Shop (Skid Shack)	200W	C.4.2.31	Complete Transition & Disposition
2305W	Ladder Storage Rack	200W	C.4.2.50	Complete Transition & Disposition
2306W	Gas Bottle Storage Skid Shack	200W	C.4.2	Complete Disposition
2307W	Pipefitter Storage Skid Shack	200W	C.4.2	Complete Disposition
2308W	Carpenters Shop (Skid Shack)	200W	C.4.2.31	Complete Transition & Disposition
2309W	Sheetmetal Shop (Skid Shack)	200W	C.4.2.31	Complete Transition & Disposition
2310W	Material Storage	200W	C.4.2.31	Complete Transition & Disposition
2314W	Bench Stock Storage (Skid Shack)	200W	C.2.2.2.1	Complete Disposition
2315W	Ice House (Skid Shack)	200W	C.2.2.2.1	Complete Disposition
2316W	Heavy Equipment Operator Shack	200W	C.4.2.31	Complete Transition & Disposition
2318W	Painter Shop	200W	C.4.2.31	Complete Transition & Disposition
231W151	Sump Tank and Well	200W	C.2.2.2.1	Complete Disposition
231Z	Pu Metallurgy Lab	200W	C.2.2.2.1	Complete Disposition
2336W	Waste Receiving & Processing Facility	200W	C.3.3.1	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
234-5Z	PFP Pu Processing & Storage	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
234-5ZA	PFP Change Room Addition	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
234-5Z-BA	PFP Boiler Annex	200W	C.6.7	Complete Transition & Disposition
236Z	Plutonium Reclamation Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2401W	PCB/RMW Storage at CWC	200W	C.3.2.1	Complete Transition & Disposition
2402W	Mixed Waste Storage Facility at CWC	200W	C.3.2.1	Complete Transition & Disposition
2402WB	Mixed Waste Storage Facility at CWC	200W	C.3.2.1	Complete Transition & Disposition
2402WC	Mixed Waste Storage Facility at CWC	200W	C.3.2.1	Complete Transition & Disposition
2402WD	Mixed Waste Storage Facility at CWC	200W	C.3.2.1	Complete Transition & Disposition
2402WE	Mixed Waste Storage Facility at CWC	200W	C.3.2.1	Complete Transition & Disposition
2402WF	Mixed Waste Storage Facility at CWC	200W	C.3.2.1	Complete Transition & Disposition
2402WG	RMW Storage Facility #7	200W	C.3.2.1	Complete Transition & Disposition
2402WH	RMW Storage Facility #8	200W	C.3.2.1	Complete Transition & Disposition
2402WI	RMW Storage Facility #9	200W	C.3.2.1	Complete Transition & Disposition
2402WJ	RMW Storage Facility #10	200W	C.3.2.1	Complete Transition & Disposition
2402WK	RMW Storage Facility #11	200W	C.3.2.1	Complete Transition & Disposition
2402WL	RMW Storage Facility #12	200W	C.3.2.1	Complete Transition & Disposition
2403WA	RMW Storage Facility	200W	C.3.2.1	Complete Transition & Disposition
2403WB	RMW Storage Facility	200W	C.3.2.1	Complete Transition & Disposition
2403WC	RMW Storage Facility	200W	C.3.2.1	Complete Transition & Disposition
2403WD	RMW Storage Facility	200W	C.3.2.1	Complete Transition & Disposition
2404WA	CWC Storage Building	200W	C.3.2.1	Complete Transition & Disposition
2404WB	CWC Storage Building	200W	C.3.3.1	Complete Transition & Disposition
2404WC	Long Term Drum Storage Bldg at CWC	200W	C.3.3.1	Complete Transition & Disposition
241A201	Emergency Cooling Water Storage Tanks SE of PUREX	200E	C.2.2.2.1	Complete Disposition
241CX40	Grout Removal Building	200E	C.2.2.2.1	Complete Disposition
241CX70	Mixed Waste Storage Tank	200E	C.2.2.2.1	Complete Disposition
241CX71	Acidic Waste Neutralization Tank	200E	C.2.2.2.1	Complete Disposition
241CX72	Self Concentrator Tank	200E	C.2.2.2.1	Complete Disposition
241CXV	Self Concentrator Vault	200E	C.2.2.2.1	Complete Disposition
241WR	Vault - Thorium Storage	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
241Z	Tank Farm Waste Disposal Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
241ZA	Waste Disposal Sample Loadout Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
241ZB	Bulk Chemical Storage Tank & Loadout Slab	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2420W	German Logs Storage Pad at CWC	200W	C.3.2.1	Complete Transition & Disposition
242AL11	LERF Storage Building	200E	C.3.5.1	Complete Transition & Disposition
242AL42	LERF Basin (PUREX PDD/ASD Stream Retention Basin #2)	200E	C.3.5.1	Complete Transition & Disposition
242AL43	LERF Basin (Evaporator Stream Retention Basin #1)	200E	C.3.5.1	Complete Transition & Disposition
242AL44	LERF Basin (Evaporator Stream Retention Basin #2)	200E	C.3.5.1	Complete Transition & Disposition
242AL71	Effluent Treatment Facility Instrument Bldg	200E	C.3.5.1	Complete Transition & Disposition
242B	Radioactive Particle Research Laboratory	200E	C.2.2.2.1	Complete Transition & Disposition
242BL	Cask Loading Building	200E	C.2.2.2.1	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
242Z	Waste Treatment & Americium Extraction Facility	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
243Z	Low-Level Waste Treatment Facility	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
243ZA	Low Level Waste Storage Facility	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
243ZB	Cooling Towers and Concrete Pad	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
246S	200 Interim Storage Area (ISA)	200E	C.3.1.1	Complete Transition & Disposition
2503Z	13.8kV Switch Yard at 234-5Z	200W	C.4.2.50	Complete Transition & Disposition
2506E1	Telecommunications Hub	200E	C.4.2.44	Complete Transition & Disposition
2506E2	Telecommunications Hub	200E	C.4.2.44	Complete Transition & Disposition
2506E3	Telecommunications Hub	200E	C.4.2.44	Complete Transition & Disposition
2506W1	Telecommunications Hub	200W	C.4.2.44	Complete Transition & Disposition
251E	Substation A6 Switchgear Bldg at Vit Plant	200E	C.4.2.50	Complete Transition & Disposition
251W	Primary 230kV Switching Station	600	C.4.2.50	Complete Transition & Disposition
252A	Electrical Switching Transformer 13.8kV	200E	C.4.2.50	Complete Disposition
252AB	PUREX Electrical Substation	200E	C.2.2.2.1	Complete Disposition
252AC	PUREX Mini Electrical Substation	200E	C.2.2.2.1	Complete Disposition
252E	Electrical Switching Station 13.8kV	200E	C.2.2.2.1	Complete Disposition
252W	Electrical Switching Station -13.8kV	200W	C.2.2.2.1	Complete Disposition
252Z	Electrical Switching Station at PFP	200W	C.4.2.50	Complete Transition & Disposition
253E	Laydown Yard for Electrical Utilities	200E	C.4.2.50	Complete Transition & Disposition
2620W	Maintenance Facility	200W	C.3.3.1	Complete Transition & Disposition
267Z	Fire Riser #9 Valve House	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2701AB	PUREX Badge House	200E	C.2.2.2.1	Complete Disposition
2701EC	Guard Station for 209E	200E	C.2.2.2.1	Complete Disposition
2701HV	Office Building	200E	C.4.2.31	Complete Transition & Disposition
2701M	Office Building	200E	C.2.2.2.1	Complete Disposition
2701ZA	Patrol Central Alarm Monitoring Station /Z-Plant	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2701ZD	PFP Badge House	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2702Z	Microwave Tower and Support Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2704W	Office Building	200W	C.2.2.2.1	Complete Disposition
2704Z	Office Administration Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2705Z	PFP Operations Control Facility	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2706T	Equipment Decontamination Building	200W	C.3.4.1	Complete Transition & Disposition
2706TA	Equipment Decontamination Annex	200W	C.3.4.1	Complete Transition & Disposition
2706TB	Holding Tanks Building	200W	C.3.4.1	Complete Transition & Disposition
2707W	Change House	200W	C.4.2.31	Complete Transition & Disposition
2708S	Insulator Shop / Storage Building	200W	C.2.2.2.1	Complete Disposition
270E	Underground Condensate Neutralization Tank	200E	C.2.2.2.1	Complete Disposition
270W	Underground Condensate Neutralization Tank	200W	C.2.2.2.1	Complete Disposition
270Z	PFP Operations Support Bldg	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2710E	Coal Handlers Shelter	200E	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
2710S	Inert Gas Generator Building	200W	C.2.2.2.1	Complete Disposition
2710W	Coal Handlers Shelter	200W	C.2.2.2.1	Complete Disposition
2711A	Air Compressor Building	200E	C.2.2.2.1	Complete Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
2711B	Breathing Air Compressor Bldg	200E	C.2.2.2.1	Complete Disposition
2711E	2E Garage	200E	C.4.2.16	Complete Transition & Disposition
2711E66	Petroleum Tank (Waste Oil)	200E	C.4.2.16	Complete Disposition
2711E66A	Petroleum Tank (Waste Oil)	200E	C.4.2.16	Complete Disposition
2711EA	Regulated Equipment Maintenance Shop	200E	C.4.2.16	Complete Transition & Disposition
2711EB	2711 Heavy Mobile Equipment Maintenance Shop	200E	C.4.2.16	Complete Transition & Disposition
2711EC	Equipment Shed for 200E Garage	200E	C.4.2.16	Complete Transition & Disposition
2711ED	Heavy Equipment Washdown Carport	200E	C.4.2.16	Complete Disposition
2711EF	Heavy Equipment Washdown Supply Bldg w/Catch Tk	200E	C.4.2.16	Complete Disposition
2711S	Stack Gas Monitoring Station	200W	C.2.2.2.1	Complete Disposition
2712A	Pump House	200E	C.2.2.2.1	Complete Disposition
2712Z	Stack Sampling & Monitoring Station	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2713W	Regulated Garage - Heavy Equipment	200W	C.4.2.4	Complete Transition & Disposition
2713WC	Pesticide Washwater Recovery Facility	200W	C.4.2.4	Complete Disposition
2714A	Dry Chemical Warehouse	200E	C.2.2.2.1	Complete Disposition
2715B	Paint Storage Building	200E	C.2.2.2.1	Complete Disposition
2715EC	Paint Shop	200E	C.4.2.31	Complete Transition & Disposition
2715ED	Paint Storage Facility	200E	C.4.2.31	Complete Transition & Disposition
2715M	Paint Storage Building	200E	C.2.2.2.1	Complete Disposition
2715S	Oil Storage Building	200W	C.2.2.2.1	Complete Disposition
2715T	Paint Storage/Materials Building	200W	C.3.4.1	Complete Transition & Disposition
2715Z	Oil & Solvent Storage Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2715ZL	Oil Storage Building	200W	C.2.2.2.1	Complete Disposition
2716B	RM Checkout Station, RR Tunnel	200E	C.2.2.2.1	Complete Disposition
2716E	Power Maintenance Storage Building	200E	C.4.2.31	Complete Transition & Disposition
2716T	RM Checkout Station Near Tunnel	200W	C.3.4.1	Complete Transition & Disposition
2718E	Critical Mass Laboratory Fissile Storage Building	200E	C.2.2.2.1	Complete Transition & Disposition
2718S	Sand Filter Sampler Monitoring Station	200W	C.2.2.2.1	Complete Disposition
2719EA	Medical Aid Station	200E	C.4.2.31	Complete Transition & Disposition
2719WB	Modular First Aid Station	200W	C.4.2.31	Complete Transition & Disposition
271AB	PUREX Maintenance Support Facility	200E	C.2.2.2.1	Complete Disposition
271B	B Plant Support Building	200E	C.2.2.2.1	Complete Disposition
271BA	Laundry Storage Bldg	200E	C.2.2.2.1	Complete Disposition
271T	Office/Main Building	200W	C.3.4.1	Complete Transition & Disposition
271U	U Plant Admin Bldg	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
2721E	Patrol Headquarters (Central Alarm Facility)	200E	C.4.2.31	Complete Transition & Disposition
2721EA	Fire Systems Maintenance North	200E	C.4.2.15	Complete Transition & Disposition
2721Z	Emergency Generator Service Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2722W	Welding Laboratory Building	200W	C.4.2	Complete Disposition
2723W	Mask Laundry and Office Building	200W	C.2.2.2.1	Complete Disposition
2724WB	Storage Building	200W	C.4.2.31	Complete Transition & Disposition
2726S	Propane Storage Yard	200W	C.4.2	Complete Disposition
2727E	Safeguards and Security Offices	200E	C.4.2.31	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
2727W	Sodium Storage Building	200W	C.3.2.1	Complete Transition & Disposition
2727Z	Supply Storage Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2728W	Dimensional Inspection Building	200W	C.2.2.2.1	Complete Transition & Disposition
2729Z	Storage Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
272B	Electrical Maintenance Shop	200E	C.2.2.1.3.1	Complete Transition & Disposition
272BA	Dry Material Storage Building	200E	C.2.2.1.3.1	Complete Transition & Disposition
272BB	Insulation Shop	200E	C.2.2.1.3.1	Complete Transition & Disposition
272E	Fabrication, Mockup Shop Building	200E	C.2.2.2.1	Complete Disposition
272HV	CSB Change Room Facility and Office Bldg	200E	C.4.2.31	Complete Transition & Disposition
272W	Machine Shop Building	200W	C.2.2.2.1	Complete Transition & Disposition
272W-BA	Construction Complex Boiler Annex	200W	C.6.7	Complete Transition & Disposition
2731ZA	Container Storage Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2734EA	Gas Cylinder Storage Building	200E	C.2.2.2.1	Complete Disposition
2734ZA	Gas Storage	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2734ZB	Gas Storage	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2734ZC	Gas Storage	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2734ZD	Process Gas Storage	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2734ZJ	Liquid Nitrogen Storage Pad & Tank	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2734ZK	Gas Cylinder Storage	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2734ZL	Hydrogen Fluoride Facility	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2735Z	Chemical Storage Tanks and Catch Basin	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2736Z	Plutonium Storage Building	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2736ZA	Plutonium Storage Ventilation Structure	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2736ZB	Plutonium Storage Support Facility	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2736ZC	Cargo Restraint Transport Dock	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
2736ZD	Fuel Storage Cask Structure	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
273E	Material Storage Building	200E	C.4.2.16	Complete Transition & Disposition
273W	Material Storage	200W	C.4.2.31	Complete Transition & Disposition
2740W	WRAP Office Building	200W	C.3.3.1	Complete Transition & Disposition
274E	Landlord and Maintenance Shop	200E	C.4.2.31	Complete Transition & Disposition
2751E	Office Building	200E	C.4.2.31	Complete Transition & Disposition
2753E	Office Building West of 2750E	200E	C.4.2.31	Complete Transition & Disposition
2754W	200W Hanford Patrol Center	200W	C.4.2.22	Complete Transition & Disposition
275E	Carpenter Shop Building	200E	C.4.2.31	Complete Transition & Disposition
275EA	Warehouse Essential Materials	200E	C.4.2.31	Complete Disposition
275W	Heavy Equipment Shop	200W	C.4.2.16	Complete Transition & Disposition
276A	Cold Solvent Storage Building, R Cell	200E	C.2.2.2.1	Complete Disposition
276B	Paint Shop	200E	C.2.2.2.1	Complete Disposition
276C	Solvent Handling Bldg	200E	C.2.2.2.1	Complete Disposition
276S	Cold Solvent Storage & Makeup Building	200W	C.2.2.2.1	Complete Disposition
276S141	Hexone Storage Tank-Underground	200W	C.2.2.2.1	Complete Disposition
276S142	Hexone Storage Tank-Underground	200W	C.2.2.2.1	Complete Disposition
276U	Solvent Recovery Tanks	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
277T	Blow Down Building	200W	C.3.4.1	Complete Transition & Disposition
277W	Fabrication Shop	200W	C.4.2.31	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
278WA	Tank Farm Document Control Center	200W	C.4.2.31	Complete Transition & Disposition
281A	Backup Generator Facility	200E	C.2.2.2.1	Complete Disposition
282B	Water Pump House South	200E	C.2.2.1.3.1	Complete Transition & Disposition
282BA	Water Pump House North	200E	C.2.2.1.3.1	Complete Transition & Disposition
282E	Pump House and Reservoir	200E	C.4.2.53	Complete Transition & Disposition
282EA	Water Reservoir Inlet House, North	200E	C.4.2.53	Complete Transition & Disposition
282EB	Water Reservoir Inlet House, South	200E	C.4.2.53	Complete Transition & Disposition
282EC	EW Booster SW of Fire Pump House	200E	C.4.2.53	Complete Transition & Disposition
282ED	Standby Generator Enclosure	200E	C.4.2.53	Complete Transition & Disposition
282W	Reservoir and Pump House	200W	C.4.2.53	Complete Transition & Disposition
282WA	Water Inlet House	200W	C.4.2.53	Complete Transition & Disposition
282WB	Water Plant Seepage & Settling Pond	200W	C.4.2.53	Complete Transition & Disposition
282WC	EW Booster SW of Fire Pump House	200W	C.4.2.53	Complete Transition & Disposition
282WD	Standby Generator Enclosure	200W	C.4.2.53	Complete Transition & Disposition
283E	Water Filtration Plant	200E	C.4.2.53	Complete Transition & Disposition
283EA	Sanitary Water Tank	200E	C.4.2.53	Complete Transition & Disposition
283E-BA	Construction Complex Boiler Annex	200E	C.6.7	Complete Transition & Disposition
283W	Water Filtration Plant	200W	C.4.2.53	Complete Transition & Disposition
283WA	Sanitary Water Tank	200W	C.4.2.53	Complete Transition & Disposition
283WB	Equalization Basin & Pump Station	200W	C.4.2.53	Complete Transition & Disposition
283WC	Solid Contact Clarifier Tank	200W	C.4.2.53	Complete Disposition
283WD	Recycle Pump Station	200W	C.4.2.53	Complete Transition & Disposition
283WE	Sludge Lagoons	200W	C.4.2.53	Complete Transition & Disposition
283WF	Sample Building	200W	C.4.2.53	Complete Transition & Disposition
284E	284E Power House & Steam Plant	200E	C.2.2.2.1	Complete Disposition
284EA	Salt Brine Storage Tank (Fiberglass)	200E	C.2.2.2.1	Complete Disposition
284EB	Power House Filtration Building	200E	C.2.2.2.1	Complete Disposition
284W	284W Power House Steam Plant	200W	C.2.2.2.1	Complete Disposition
284WB	Package Boiler Plant (200W)	200W	C.2.2.2.1	Complete Disposition
285W	Backflow Prevention Building	200W	C.3.2.1	Complete Transition & Disposition
286W	RMW Backflow Preventer Bldg	200W	C.3.2.1	Complete Transition & Disposition
287W	Reduced Pressure Backflow Assembly No. 2	200W	C.4.2.53	Complete Disposition
289W	Reduced Pressure Backflow Assembly No 1	200W	C.4.2.53	Complete Disposition
2901A	Elevated Water Storage Tank-PUREX	200E	C.2.2.2.1	Complete Disposition
2901S	Elevated Water Storage Tank-REDOX	200W	C.2.2.2.1	Complete Transition & Disposition
2901T	Export Water Line Valve Vault	600	C.4.2.53	Complete Disposition
2901U	Export Water Line Valve Vault	600	C.4.2.53	Complete Disposition
2901W	Export Water Line Valve Vault	600	C.4.2.53	Complete Disposition
2901X	Export Water Line Valve House	600	C.4.2.53	Complete Disposition
2901Y	Export Water Line Valve House	600	C.4.2.53	Complete Transition & Disposition
2901Z	Export Water Line Valve House	600	C.4.2.53	Complete Disposition
2902B	Elevated Water Storage Tank-B Plant	200E	C.2.2.2.1	Complete Disposition
2902E	200E Elevated Water Storage Tank	200E	C.4.2.53	Complete Disposition
2902HV80	Fire Water Storage Tank	200E	C.2.2.1.3.1	Complete Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
2902HV82	Fire Water Pump House	200E	C.2.2.1.3.1	Complete Disposition
2902HV83	RWX/SWX Manifold Shelter	200E	C.2.2.1.3.1	Complete Transition & Disposition
2902W	200W Elevated Water Storage Tank	200W	C.4.2.53	Complete Disposition
2904S160	Control Structure	200W	C.2.2.2.1	Complete Disposition
2904S170	Weir Structure	200W	C.2.2.2.1	Complete Disposition
2904S171	Weir Control Structure	200W	C.2.2.2.1	Complete Disposition
2904S172	Weir Control Structure	200W	C.2.2.2.1	Complete Disposition
2904SA	Cooling Water Sampling Bldg	200W	C.2.2.2.1	Complete Disposition
291A	Exhaust Air Filter & Stack Plenum	200E	C.2.2.2.1	Complete Disposition
291A001	Stack, 202A Main	200E	C.2.2.2.1	Complete Disposition
291AA	Filter Cell #3	200E	C.2.2.2.1	Complete Disposition
291AB	Exhaust Air Sampler House	200E	C.2.2.2.1	Complete Disposition
291AC	Exhaust Air Sampler House	200E	C.2.2.2.1	Complete Disposition
291AD	Filter Pit and Stack	200E	C.2.2.2.1	Complete Disposition
291AE	Filter Cell #4	200E	C.2.2.2.1	Complete Disposition
291AF	#2 Filter and Drain Tank	200E	C.2.2.2.1	Complete Disposition
291AG	Sample Station #2	200E	C.2.2.2.1	Complete Disposition
291AH	AOG Sample Station	200E	C.2.2.2.1	Complete Disposition
291AJ	Sample Station #3	200E	C.2.2.2.1	Complete Disposition
291AK	Tunnel Spray Enclosure with 2 Caissons	200E	C.2.2.2.1	Complete Disposition
291B	Exhaust Air Control House, Sand Filter & Stack	200E	C.2.2.2.1	Complete Disposition
291B001	Stack, 221B Main	200E	C.2.2.2.1	Complete Disposition
291BA	Exhaust Air Sample House	200E	C.2.2.2.1	Complete Disposition
291BB	Instrument Bldg - A & B Filters	200E	C.2.2.2.1	Complete Disposition
291BC	A & B Filters & C & D Filter Access Control Bldg	200E	C.2.2.2.1	Complete Disposition
291BD	C Filter and Instrument Bldg	200E	C.2.2.2.1	Complete Disposition
291BF	D Filter	200E	C.2.2.2.1	Complete Disposition
291BG	291BG Filter Vault & Instrument Bldg	200E	C.2.2.2.1	Complete Disposition
291BH	291BG Filter Plug Cover	200E	C.2.2.2.1	Complete Disposition
291BJ	B Plant Instrument Bldg - F Filter	200E	C.2.2.2.1	Complete Disposition
291BK	Instrument Bldg - E & F Filters	200E	C.2.2.2.1	Complete Disposition
291S	Exhaust Fan Control House and Stack	200W	C.2.2.2.1	Complete Disposition
291S001	Stack (202S Main)	200W	C.2.2.2.1	Complete Disposition
291T	Exhaust Fan, Sand Filter and Stack	200W	C.3.4.1	Complete Transition & Disposition
291T001	Stack, 221T Main	200W	C.3.4.1	Complete Disposition
291U	Exhaust Fan Containment House, Sand Filter	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
291U001	Exhaust Air Stack (221 Main)	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
291Z	Ventilation Exhaust Fan House	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
292AA	PR Stack Sample House	200E	C.2.2.2.1	Complete Disposition
292AB	PUREX Gases Effluent Monitoring Bldg	200E	C.2.2.2.1	Complete Disposition
292B	Stack Monitor Station	200E	C.2.2.2.1	Complete Disposition
292S	Jet Pit House	200W	C.2.2.2.1	Complete Disposition
292T	Building Laboratory	200W	C.3.4.1	Complete Transition & Disposition
292U	Stack Monitoring Station	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
293A	Off Gas Treatment Facility	200E	C.2.2.2.1	Complete Disposition
293S	Acid Recovery and Off Gas Treatment Facility	200W	C.2.2.2.1	Complete Disposition
294A	Off Gas Treatment and Monitoring Station	200E	C.2.2.2.1	Complete Disposition
294B	Backflow Preventer Building	200E	C.2.2.1.3.1	Complete Transition & Disposition
295A	ASD Sample Station	200E	C.2.2.2.1	Complete Disposition
295AA	SCD Sample and Pumpout Station	200E	C.2.2.2.1	Complete Disposition
295AB	PDD Sample Station	200E	C.2.2.2.1	Complete Disposition
295AC	CSL Sample Station	200E	C.2.2.2.1	Complete Disposition
295AD	SWL Sample Station	200E	C.2.2.2.1	Complete Disposition
295AE	PDD Monitoring Bldg	200E	C.2.2.2.1	Complete Disposition
296A001	Stack, 202A N & Q Cells Exhaust	200E	C.2.2.2.1	Complete Disposition
296A002	Stack, 202A Gallery Hoods Exhaust	200E	C.2.2.2.1	Complete Disposition
296A003	Stack, 202A Sample Gallery Exhaust	200E	C.2.2.2.1	Complete Disposition
296A006	Stack, 202A Sample Gallery and U Cell Exhaust	200E	C.2.2.2.1	Complete Disposition
296A007	Stack, PUREX West Sample Gallery and R Cell Exhaust	200E	C.2.2.2.1	Complete Disposition
296A008	Stack, PUREX Plant Pipe, Operating Gallery, and White Room Exhaust	200E	C.2.2.2.1	Complete Disposition
296A014	Stack, 29EA Off Gas Treatment and Recovery Building	200E	C.2.2.2.1	Complete Disposition
296A024	Stack, Ammonia-Scrubber Waste Concentrator	200E	C.2.2.2.1	Complete Disposition
296A05A	Stack, 202A Laboratory Hoods Exhaust	200E	C.2.2.2.1	Complete Disposition
296A05B	Stack, 202A Laboratory Hoods Exhaust	200E	C.2.2.2.1	Complete Disposition
296B002	Filter Vault Passive Vent Stack	200E	C.2.2.2.1	Complete Disposition
296B005	Stack, 221BB B Plant Process Condensate Building	200E	C.2.2.2.1	Complete Disposition
296B010	WESF Stack Exhaust	200E	C.2.2.1.3.1	Complete Transition & Disposition
296B013	Stack, 221BF Condensate Effluent Discharge Facility Ventilation	200E	C.2.2.2.1	Complete Disposition
296B021	Retired Pipe Gallery Exhauster	200E	C.2.2.2.1	Complete Disposition
296B022	Gallery Exhauster for 221B Pipe Gallery Cell 8	200E	C.2.2.2.1	Complete Disposition
296B023	Gallery Exhauster for 221B Pipe Gallery Cells 12-16	200E	C.2.2.2.1	Complete Disposition
296B024	Gallery Exhauster for 221B Pipe Gallery Cells 20-24	200E	C.2.2.2.1	Complete Disposition
296B025	Gallery Exhauster for 221B Pipe Gallery Cell 28	200E	C.2.2.2.1	Complete Disposition
296B026	Gallery Exhauster for 221B Pipe Gallery Cell 32	200E	C.2.2.2.1	Complete Disposition
296B027	Gallery Exhauster for 221B Pipe Gallery Cells 36-40	200E	C.2.2.2.1	Complete Disposition
296K142	Cold Vacuum Drying Facility Main Stack	100K	C.2.1.1.1.1	Complete Transition & Turn Over to RCC for Final Disposition
296S001	Stack	200W	C.2.2.2.1	Complete Disposition
296S002	Stack (202S REDOX)	200W	C.2.2.2.1	Complete Disposition
296S004	Stack (202S REDOX)	200W	C.2.2.2.1	Complete Disposition
296S006	Stack (202S REDOX)	200W	C.2.2.2.1	Complete Disposition
296S012	Stack	200W	C.2.2.2.1	Complete Disposition
296U010	Stack	200W	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
307	300 Area Process Sewer Retention Basins	300	C.3.8.1	Turn over to RCC for Final Disposition
310	Treated Effluent Disposal Facility	300	C.3.8.1	Turn over to RCC for Final Disposition
310S	Drum Storage Area at 300 TEDF	300	C.3.8.1	Turn over to RCC for Final Disposition
310T1	Equalization Tank T1-TEDF	300	C.3.8.1	Complete Disposition
310T2	Diversion Tank T2 - TEDF	300	C.3.8.1	Complete Disposition
310T3	Diversion Tank T3 - TEDF	300	C.3.8.1	Complete Disposition
310T7A	Clarifier T7A - TEDF	300	C.3.8.1	Complete Disposition
310T7B	Clarifier T7B - TEDF	300	C.3.8.1	Complete Disposition
310V	Valve Vault TEDF	300	C.3.8.1	Complete Disposition
340	Waste Neutralization Facility.	300	C.3.8.1	Turn over to RCC for Final Disposition
340A	Waste Retention Building	300	C.3.8.1	Turn over to RCC for Final Disposition
340B	Waste Loadout Building	300	C.3.8.1	Turn over to RCC for Final Disposition
342	Waste Collection Sump 1	300	C.3.8.1	Turn over to RCC for Final Disposition
342A	300 TEDF Electrical / Instrumentation Building	300	C.3.8.1	Turn over to RCC for Final Disposition
342B	Transformer Pad / Vault - TEDF	300	C.3.8.1	Turn over to RCC for Final Disposition
342C	Generator Pad - TEDF Sump	300	C.3.8.1	Turn over to RCC for Final Disposition
351	Substation, 115kV	300	C.4.2.50	Turn over to RCC for Final Disposition
351A	Meter and Testing Building	300	C.4.2.50	Turn over to RCC for Final Disposition
351B	Meter Testing and Switchgear Facility	300	C.4.2.50	Turn over to RCC for Final Disposition
352E	Switch Station East Side	300	C.4.2.50	Turn over to RCC for Final Disposition
352F	Electrical Substation 13.8kV	300	C.4.2.50	Turn over to RCC for Final Disposition
3707F	Radiation Monitoring Bldg	300	C.3.8.1	Turn over to RCC for Final Disposition
3709A	Fire Station	300	C.4.2.14	Turn over to RCC for Final Disposition
3709B	Fire Equipment Storage	300	C.4.2.14	Turn over to RCC for Final Disposition
3906	Sanitary & Process Lift Station	300	C.3.8.1	Turn over to RCC for Final Disposition
402	Sodium Storage Facility	400	C.2.3.1.1	Complete Transition & Disposition
403	Fuel Storage Facility	400	C.2.3.1.1	Complete Transition & Disposition
405	FFTF Reactor Containment Building	400	C.2.3.1.1	Complete Transition & Disposition
408A	Main Heat Dump, East	400	C.2.3.1.1	Complete Transition & Disposition
408B	Main Heat Dump, South	400	C.2.3.1.1	Complete Transition & Disposition
408C	Main Heat Dump, West	400	C.2.3.1.1	Complete Transition & Disposition
409A	Closed Loop Heat Dump, East #1	400	C.2.3.1.1	Complete Transition & Disposition
409B	Closed Loop Heat Dump, East #2	400	C.2.3.1.1	Complete Transition & Disposition
427	Fuels and Materials Examination Facility (FMEF)	400	C.2.3.1.1	Complete Transition & Disposition
427A	Argon / Hydrogen Mixing Bldg	400	C.2.3.1.1	Complete Transition & Disposition
432A	ISA Covered Equipment Storage	400	C.2.3.1.1	Complete Transition & Disposition
436	Training Facility	400	C.2.3.1.1	Complete Transition & Disposition
437	Maintenance & Storage Facility (MASF)	400	C.2.3.1.1	Complete Transition & Disposition
440	90-day Covered Storage Pad	400	C.2.3.1.1	Complete Transition & Disposition
451A	FFTF Substation, 115/13.8kV	400	C.2.3.1.1	Complete Transition & Disposition
451B	FFTF Substation, 115/13.8kV	400	C.2.3.1.1	Complete Transition & Disposition
453A	Transformer Station, East DHX A1 2.4kV	400	C.2.3.1.1	Complete Transition & Disposition
453B	Transformer Station, South DHX A2 2.4kV	400	C.2.3.1.1	Complete Transition & Disposition
453C	Transformer Station, West DHX A3 2.4kV	400	C.2.3.1.1	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
4607	Septic Tank	400	C.2.2.2.1	Complete Disposition
4608B	Control Structure & Process Sewer Sampling Station	400	C.2.3.1.1	Complete Transition & Disposition
4621E	Auxiliary Equipment Building, East	400	C.2.3.1.1	Complete Transition & Disposition
4621W	Auxiliary Equipment Building, West	400	C.2.3.1.1	Complete Transition & Disposition
4701A	Former FFTF Guard Station	400	C.2.3.1.1	Complete Transition & Disposition
4703	FFTF Control Building	400	C.2.3.1.1	Complete Transition & Disposition
4704N	Security Maintenance Shop	400	C.4.2.22	Turn over to RCC for Final Disposition
4704S	400 Area Fire Station	400	C.4.2.14	Turn over to RCC for Final Disposition
4710	FFTF Office Bldg	400	C.2.3.1.1	Complete Transition & Disposition
4713A	Riggers & Drivers Operations Facility	400	C.2.3.1.1	Complete Transition & Disposition
4713B	FFTF Maintenance Shop	400	C.2.3.1.1	Complete Transition & Disposition
4713C	Contaminated Storage Warehouse	400	C.2.3.1.1	Complete Transition & Disposition
4713D	Interim Maintenance and Storage Facility	400	C.2.3.1.1	Complete Transition & Disposition
4716	FFTF Rigging Loft	400	C.2.3.1.1	Complete Transition & Disposition
4717	Reactor Service Building	400	C.2.3.1.1	Complete Transition & Disposition
4718	400 Area Interim Storage Area Pad	400	C.2.3.1.1	Complete Transition & Disposition
4721	FFTF Emergency Generator Building	400	C.2.3.1.1	Complete Transition & Disposition
4734A	FFTF Argon/Nitrogen DEWAR Pad	400	C.2.3.1.1	Complete Transition & Disposition
480A	Water Supply Well House (P-14)	400	C.2.3.1.1	Complete Transition & Disposition
480B	Water Supply Well House (P-15)	400	C.2.3.1.1	Complete Transition & Disposition
480D	Water Supply Well House (P-16)	400	C.2.3.1.1	Complete Transition & Disposition
481	Water Pump House	400	C.2.3.1.1	Complete Transition & Disposition
481A	Water Pump House	400	C.2.3.1.1	Complete Transition & Disposition
482A	Water Storage Tank (T-58)	400	C.2.3.1.1	Complete Transition & Disposition
482B	Water Storage Tank (T-87)	400	C.2.3.1.1	Complete Transition & Disposition
482C	Water Storage Tank (T-330)	400	C.2.3.1.1	Complete Transition & Disposition
483	Cooling Towers and Chemical Addition Bldg	400	C.2.3.1.1	Complete Transition & Disposition
483A	FMEF Cooling Tower	400	C.2.3.1.1	Complete Transition & Disposition
483B	FMEM Water Treatment Building	400	C.2.3.1.1	Complete Transition & Disposition
484	FFTF In-Containment Chiller Water Equipment Bldg	400	C.2.3.1.1	Complete Transition & Disposition
4842A	451B Electrical Substation - Switchgear	400	C.2.3.1.1	Complete Transition & Disposition
4842B	Switchgear Bldg for Pump Houses	400	C.2.3.1.1	Complete Transition & Disposition
4852	Gas Bottle Storage-FMEF	400	C.2.3.1.1	Complete Disposition
4862	FMEF Office Wing	400	C.2.3.1.1	Complete Transition & Disposition
491E	HTS Service Building, East	400	C.2.3.1.1	Complete Transition & Disposition
491S	HTS Service Building, South	400	C.2.3.1.1	Complete Transition & Disposition
491W	HTS Service Building, West	400	C.2.3.1.1	Complete Transition & Disposition
506B	Telephone Storage Building	600	C.4.2.44	Complete Transition & Disposition
506BA	Telecommunications Facility North	600	C.4.2.44	Complete Transition & Disposition
6010	Emergency Vehicle Operations Course (EVOC)	600	C.4.2.22	Complete Disposition
604A	Yakima Barricade Patrol Sentry House	600	C.4.2.22	Complete Transition & Disposition
607	Storage Shed	600	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
609	Central Fire Station - 100 Areas	600	C.4.2.14	Turn over to RCC for Final Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
6091	HAMMER - Administration Building	600	C.5.7.1	Complete Disposition
6092	HAMMER - Training Support Building	600	C.5.7.1	Complete Disposition
6092A	HAMMER - Training Tower Structure	600	C.5.7.1	Complete Disposition
6092B	HAMMER - Burn Structure Prop	600	C.5.7.1	Complete Disposition
6092C	HAMMER - HAZMAT Pad	600	C.5.7.1	Complete Disposition
6092D	HAMMER - Pipeline Pad	600	C.5.7.1	Complete Disposition
6092E	HAMMER - 90 Day Storage Pad	600	C.5.7.1	Complete Disposition
6092F	HAMMER - LPG Burn Pad	600	C.5.7.1	Complete Disposition
6092G	HAMMER - Flammable Liquid Burn Pad	600	C.5.7.1	Complete Disposition
6092H	HAMMER - Comfort Station	600	C.5.7.1	Complete Disposition
6092I	HAMMER - Pump House	600	C.5.7.1	Complete Disposition
6092J	HAMMER - Confined Space/Fall Protection Pad	600	C.5.7.1	Complete Disposition
6092K	HAMMER - Waste Tank Prop	600	C.5.7.1	Complete Disposition
6092L	HAMMER - Tanks Prop Pad	600	C.5.7.1	Complete Disposition
6092M	HAMMER - Rail Tank Prop	600	C.5.7.1	Complete Disposition
6092N	HAMMER - LPG Gas Storage Pad	600	C.5.7.1	Complete Disposition
6092O	HAMMER - Rail/Truck Tank Burn Pad	600	C.5.7.1	Complete Disposition
6092P	HAMMER - SCBA Search & Rescue Training Pad	600	C.5.7.1	Complete Disposition
6092Q	HAMMER - Trench Prop	600	C.5.7.1	Complete Disposition
6092R	HAMMER - Crane & Rigging Training Pad	600	C.5.7.1	Complete Disposition
6092S	HAMMER - Dept of State Port of Entry Training Facility	600	C.5.7.1	Complete Disposition
6092U	HAMMER - Vehicle Burn Prop	600	C.5.7.1	Complete Disposition
6092V	HAMMER - Tactical Maze Training Bldg	600	C.5.7.1	Complete Disposition
6093	HAMMER - Storage Building	600	C.5.7.1	Complete Disposition
6094	HAMMER - Training Support Building (TSB) Annex	600	C.5.7.1	Complete Disposition
609A	Fire Station - 200 Areas	600	C.4.2.14	Complete Transition & Disposition
609B	Storage Building	600	C.4.2.14	Complete Transition & Disposition
609D	Fire Department Training Tower	600	C.4.2.14	Complete Transition & Disposition
609G	Fire Alarm and Testing Office Facility	600	C.4.2.14	Complete Transition & Disposition
609H	Emergency Vehicle Storage	600	C.4.2.14	Complete Transition & Disposition
609K	Fire Station Storage Building	600	C.4.2.14	Complete Disposition
609K	Fire Station Storage Building	600	C.4.2.14	Complete Transition & Disposition
610	Office Chlorinator Storage Shelter Near 609 Bldg	600	C.4.2.14	Complete Transition & Disposition
613	Storage Shelter	600	C.4.2.14	Complete Transition & Disposition
614A1	Water Sampling Station	600	C.4.2.53	Complete Transition & Disposition
614B1	Water Sampling Station	600	C.4.2.53	Complete Transition & Disposition
622D	Environmental Support Storage Building	600	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
622F	Environmental Support Field Office Bldg	600	C.4.2.31	Complete Transition & Disposition
622G	Atmosphere Science Annex	600	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
623	Seismic Relay Building	600	C.4.2.24	Complete Transition & Disposition
623A	Plant Radio Relay Building	600	C.4.2.44	Complete Transition & Disposition
623B	Backup Radio Repeater Bldg, Gable Mountain	600	C.4.2.44	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
6265	Utility Building WSCF	600	C.4.2.1	Complete Transition & Disposition
6265A	WSC Covered Solid Waste Storage Pad	600	C.4.2.1	Complete Transition & Disposition
6266	Environmental Support Laboratory	600	C.4.2.1	Complete Transition & Disposition
6266A	Contaminated Liquid Waste Retention Vault	600	C.4.2.1	Complete Transition & Disposition
6266B	VAS Pump Bldg	600	C.4.2.1	Complete Transition & Disposition
6267	WSCF Cold Sample Archiving Facility	600	C.4.2.1	Complete Transition & Disposition
6268	WSCF Sample Equipment Cleaning Facility	600	C.4.2.1	Complete Transition & Disposition
6269	WSCF Mobile Laboratory Storage Facility	600	C.4.2.1	Complete Transition & Disposition
6270	Environmental Data Remedial Tracking System Facility	600	C.4.2.1	Complete Transition & Disposition
6290	Rigging Services Facility	600	C.4.2.9	Complete Transition & Disposition
6291	Fueling Facility	600	C.4.2.16	Complete Disposition
6292	Rigging Loft Storage Building South of 6290	600	C.4.2.9	Complete Transition & Disposition
6293	Crane & Rigging Change Room & Meeting Bldg	600	C.4.2.9	Complete Transition & Disposition
630	Plant Microwave Tower/Equipment Facility	600	C.4.2.44	Complete Transition & Disposition
652	Sub-station / Riverland	600	C.4.2.50	Complete Transition & Disposition
661A	Target Range Control Building	600	C.4.2.22	Complete Transition & Disposition
662	Patrol Training Building	600	C.4.2.22	Complete Transition & Disposition
662A	Patrol Exercise & Training Facility	600	C.4.2.22	Complete Transition & Disposition
6652C	Space Science Laboratory	600	C.2.2.2.1	Complete Transition & Disposition
6652CSHED	Storage Building	600	C.2.2.2.1	Complete Transition & Disposition
6652D	Pump House	600	C.2.2.2.1	Complete Transition & Disposition
6652G	ALE Field Storage Building	600	C.2.2.2.1	Complete Transition & Disposition
6652H	ALE Laboratory 1	600	C.2.2.2.1	Complete Transition & Disposition
6652I	ALE Headquarters	600	C.2.2.2.1	Complete Transition & Disposition
6652J	ALE Laboratory II	600	C.2.2.2.1	Complete Transition & Disposition
6652L	Gravitational Experiments Research Facility	600	C.2.2.2.1	Complete Transition & Disposition
6652M	Fallout Laboratory	600	C.2.2.2.1	Complete Transition & Disposition
6652T	Fire Protection Lower Pump House	600	C.2.2.2.1	Complete Transition & Disposition
6652U	Rattlesnake Mountain Upper Pump House	600	C.2.2.2.1	Complete Transition & Disposition
6653	Sample & Monitoring Building	600	C.3.7.1	Complete Transition & Disposition
6653A	TEDF Pump Station #3	600	C.3.7.1	Complete Transition & Disposition
668	Instrument Calibration Monitoring Station	600	C.2.2.2.1	Complete Transition & Disposition
6701	WYE Barricade Guard House	600	C.4.2.22	Complete Transition & Disposition
6701A	Guardhouse WYE Barricade	600	C.4.2.22	Complete Transition & Disposition
6701B	Rattlesnake Barricade SR240/Beloit Access	600	C.4.2.22	Complete Transition & Disposition
6701C	Rattlesnake Barricade off Highway 240	600	C.4.2.22	Complete Transition & Disposition
671	Central Landfill Disposal Storage	600	C.2.2.2.1	Complete Transition & Disposition
676	Communications Support Building	600	C.4.2.44	Complete Transition & Disposition
712	Records Center Printing and Reproduction Plant	700	C.4.2.24	Complete Transition & Disposition
712B	IRM Litigation Support Facility	700	C.4.2.44	Complete Transition & Disposition
Alkali Metal Waste Storage	Alkali Metal Waste Storage Modules at CWC	200W	C.3.2.1	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES				
Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
Modules				
C8S49	Main B Plant 291-B Area Substation	200E	C.2.2.2.1	Complete Disposition
C8S77	291B Area Substation	200E	C.2.2.2.1	Complete Disposition
MO001	Mobile Office at PTA	600	C.4.2.22	Complete Transition & Disposition
MO002	Mobile Office at PTA	600	C.4.2.22	Complete Transition & Disposition
MO005	Mobile Office HTS Pipe Yard	600	C.4.2.31	Complete Transition & Disposition
MO011	Mobile Office - 200W Patrol HQ at PFP	200W	C.4.2.22	Complete Transition & Disposition
MO014	Mobile Office at PFP	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
MO015	Mobile Office at PFP	200W	C.4.2.31	Complete Transition & Disposition
MO016	Mobile Office at PFP	200W	C.4.2.31	Complete Transition & Disposition
MO017	Mobile Office at PFP	200W	C.4.2.31	Complete Transition & Disposition
MO029	Mobile Office at 271B	200E	C.2.2.2.1	Complete Transition & Disposition
MO031	Mobile Office at PFP	200W	C.4.2.31	Complete Transition & Disposition
MO032	Mobile Office at PFP	200W	C.4.2.31	Complete Transition & Disposition
MO040	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO048	Construction Lunch Room, AKA 1733KE	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO060	Operations Training Facility	100K	C.2.1.1.1.1	Turn over to RCC for Final Disposition
MO101	Mobile Office -Document Control	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO102	Mobile Office -Ops Analysis & Waste Handling	100K	C.2.1.1.1.1	Turn over to RCC for Final Disposition
MO104	Mobile Office at 2719E	200E	C.2.2.2.1	Complete Transition & Disposition
MO107	Mobile Office at 224U	200W	C.4.2.31	Complete Transition & Disposition
MO110	Mobile Office at Sub Burial Pit	200E	C.3.2.1	Complete Transition & Disposition
MO214	Mobile Office -Job Control	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO215	Mobile Office	200W	C.2.2.2.1	Complete Transition & Disposition
MO222	Mobile Office -Gun Cleaning	600	C.4.2.22	Complete Transition & Disposition
MO223	Change Trailer North of 272WA Along Fence	200W	C.3.2.1	Complete Transition & Disposition
MO232	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO234	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO235	Mobile Office	200W	C.4.2.31	Complete Transition & Disposition
MO236	Mobile Office -Ops/HPT Change	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO237	Mobile Office -Construction Forces	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO240	Mobile Office -Change Room/Office	200W	C.4.2.31	Complete Transition & Disposition
MO244	Mobile Office -200W Patrol Change at 234-5Z	200W	C.4.2.22	Complete Transition & Disposition
MO245	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO246	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO247	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO248	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO249	Mobile Office	200W	C.4.2.31	Complete Transition & Disposition
MO250	Mobile Office	200W	C.4.2.31	Complete Transition & Disposition
MO251	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO252	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO253	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO254	Mobile Office at 622G	200E	C.4.2.31	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
MO256	Mobile Office East of 2711E	200E	C.4.2.31	Complete Transition & Disposition
MO257	Mobile Office East of 2711E	200E	C.4.2.31	Complete Transition & Disposition
MO259	Mobile Office Classroom at HAMMER	600	C.5.7.1	Complete Disposition
MO260	Mobile Office at HAMMER	600	C.5.7.1	Complete Disposition
MO261	Mobile Office at HAMMER	600	C.5.7.1	Complete Disposition
MO264	Mobile Office	200W	C.3.2.1	Complete Disposition
MO269	Change Trailer East of Sub Burial Ground	200E	C.3.2.1	Complete Transition & Disposition
MO273	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO276	Mobile Office at 2753E	200E	C.4.2.31	Complete Disposition
MO277	Mobile Office at 2753E	200E	C.4.2.31	Complete Disposition
MO278	Mobile Office West of 275W	200W	C.4.2.31	Complete Transition & Disposition
MO279	Mobile Office West of 275W	200W	C.4.2.31	Complete Transition & Disposition
MO280	Mobile Office	600	C.4.2.31	Complete Transition & Disposition
MO281	Mobile Office	200W	C.4.2.31	Complete Transition & Disposition
MO285	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO286	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO287	Mobile Office	200W	C.4.2.31	Complete Transition & Disposition
MO288	Mobile Change Facility at Central Waste Complex	200W	C.3.2.1	Complete Transition & Disposition
MO289	Mobile Change Facility at 224T	200W	C.3.4.1	Complete Transition & Disposition
MO290	Mobile Office - Computer Hub	200W	C.4.2.44	Complete Disposition
MO292	Mobile Office	600	C.4.2.14	Complete Transition & Disposition
MO293	Mobile Office -Projects & Training /Procedures	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO294	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO302	Mobile Office -Armorer Shop	600	C.4.2.22	Complete Transition & Disposition
MO312	Laundry Storage at225B	200E	C.2.2.1.3.1	Complete Transition & Disposition
MO315	Mobile Office -Storage	600	C.4.2.31	Complete Transition & Disposition
MO323	CVD Change Trailer	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO354	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO369	Mobile Office W of 222T	200W	C.4.2.31	Complete Disposition
MO370	Mobile Office at 272E	200W	C.4.2.31	Complete Disposition
MO384	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO386	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO387	Continuous Air Monitor Equipment Storage at 224T	200E	C.2.2.2.1	Complete Disposition
MO388	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO399	Field Change Trailer, 222S	200W	C.4.2.31	Complete Transition & Disposition
MO400	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO401	Mobile Office -K Basins Ops/Admin	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO402	Mobile Office -K Basins Engineering	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO404	Mobile Office AKA 2445A Stevens Dr	1100	C.4.2.44	Complete Disposition
MO405	Mobile Office	200E	C.2.2.2.1	Complete Disposition
MO406	Mobile Office -Change /Lunchroom	200W	C.4.2.31	Complete Transition & Disposition
MO407	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO408	Mobile Office	200E	C.2.2.2.1	Complete Transition & Disposition
MO410	Mobile Office	200E	C.2.2.2.1	Complete Transition & Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
MO412	Mobile Office -Mask Cleaning Station	200W	C.4.2.31	Complete Transition & Disposition
MO413	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO414	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO420	Vehicle Inspection Mobile at PFP	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO428	Mobile Office	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
MO429	Mobile Office	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
MO432	Mobile Office	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
MO433	Mobile/Change Office at 271T (T Plant)	200W	C.3.4.1	Complete Transition & Disposition
MO434	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO437	Mobile Office at 272WA	200W	C.3.2.1	Complete Transition & Disposition
MO438	Mobile Office at 272WA	200W	C.3.2.1	Complete Transition & Disposition
MO441	Sanitary Waste Facility at Yakima Barricade	600	C.4.2.31	Complete Transition & Disposition
MO442	Mobile Office -Training Classrooms	100K	C.2.1.1.1.1	Turn over to RCC for Final Disposition
MO443	Mobile Office	300	C.3.8.1	Turn over to RCC for Final Disposition
MO444	Mobile Office at WRAP	200W	C.3.3.1	Complete Disposition
MO446	Mobile Office at WRAP	200W	C.3.3.1	Complete Disposition
MO459	Women's Change Trailer at 271T	200W	C.3.4.1	Complete Transition & Disposition
MO495	CVD Change Trailer	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO500	Mobile Office	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO501	Restroom Trailer S of 278WA	200W	C.4.2.31	Complete Transition & Disposition
MO502	Mobile Office -Storage	600	C.4.2.31	Complete Transition & Disposition
MO505	Mobile Office at WYE Barricade	600	C.4.2.31	Complete Transition & Disposition
MO506	CVD Lunch Room	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO507	CVD Conference Room	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO539	Field Trailer Next to 274E	200E	C.4.2.31	Complete Disposition
MO546	Field Trailer South of PFP	200W	C.2.5.4	Complete Transition & Disposition
MO556	Mobile Office	200W	C.4.2.31	Complete Transition & Disposition
MO573	Mobile Office -Change Room	200W	C.4.2.31	Complete Transition & Disposition
MO575	FFS Office Space (W side of AY Tank Farm)	200E	C.4.2.31	Complete Disposition
MO611	Remote Venting Field Trailer 218W4C Burial Ground	200W	C.3.9.1	Complete Disposition
MO678	Field Office N of 202S	200W	C.4.2.31	Complete Disposition
MO702	Mobile Office HTS Pipe Yard	600	C.4.2.31	Complete Transition & Disposition
MO710	Mobile Office Behind T Plant	200W	C.4.2.31	Complete Transition & Disposition
MO720	Mobile Office at 272WA at 19th & Dayton	200W	C.3.2.1	Complete Transition & Disposition
MO721	Mobile Change Facility at 272WA at 19th & Dayton	200W	C.3.2.1	Complete Transition & Disposition
MO722	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO723	Mobile Office	200E	C.4.2.31	Complete Transition & Disposition
MO727	Mobile at LERF Basins	200E	C.3.6.1	Complete Transition & Disposition
MO728	Mobile Office - Operations Room	200E	C.4.2.31	Complete Transition & Disposition
MO729	SWP Laundry Facility at 231Z	200W	C.2.2.2.1	Complete Transition & Disposition
MO731	Mobile Office	200E	C.2.2.2.1	Complete Transition & Disposition
MO739	SWP Change Trailer at 271T North West Side	200W	C.3.4.1	Complete Transition & Disposition
MO741	HPT Office by 3762	300	C.3.8.1	Turn over to RCC for Final Disposition

TABLE E-1 - EXISTING STRUCTURES

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
MO743	Mobile Office	200W	C.3.2.1	Complete Transition & Disposition
MO744	Mobile Office at 310 TEDF	300	C.3.8.1	Turn over to RCC for Final Disposition
MO745	Mobile Office	300	C.3.8.1	Turn over to RCC for Final Disposition
MO757	Pump and Treat Mobile W of 1713H	100H	C.2.5.4	Complete Disposition
MO760	Mobile Office S of 19th & Dayton at Burial Ground	200W	C.3.9.1	Complete Disposition
MO800	Conference/Classroom for EVOC	600	C.4.2.22	Complete Disposition
MO837	Mobile Office -Lunchroom	200W	C.4.2.31	Complete Transition & Disposition
MO840	Mobile Office -Receiving & Distribution	200E	C.4.2.31	Complete Transition & Disposition
MO841	Mobile Office	200W	C.4.2.31	Complete Transition & Disposition
MO842	Mobile Office at PTA	600	C.4.2.22	Complete Transition & Disposition
MO847	Mobile Office -Restroom	200W	C.4.2.31	Complete Transition & Disposition
MO859	Security Inspection Mobile	100K	C.4.2.22	Complete Disposition
MO892	Mobile Office West of 271T	200W	C.3.4.1	Complete Transition & Disposition
MO906	Mobile Office	200W	C.4.2.31	Complete Transition & Disposition
MO907	Mobile Office -Ops Analysis & Waste Handling	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO917	CVD Administration	100K	C.4.2.31	Complete Disposition
MO928	Mobile Office -Design /Drafting	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO939	Mobile Office	200W	C.4.2.31	Complete Transition & Disposition
MO943	Mobile Office -Storage	200E	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
MO955	Operations Office	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO956	Mobile Office -Lunchroom /Training	200W	C.4.2.31	Complete Transition & Disposition
MO969	Mobile Office -Ops/HPT Change Trailer	100K	C.4.2.31	Turn over to RCC for Final Disposition
MO970	Mobile Office at PFP	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
MO971	Mobile Office at PFP	200W	C.2.2.1.2.2, C.2.2.1.2.4	Complete Disposition
MO972	Mobile Office at Rattlesnake Barricade	600	C.4.2.22	Complete Disposition
MO991	Mobile Office at 200E Unsecured Core Area	200E	C.2.2.2.1, C.2.2.1.1.1	Complete Disposition
MO996	Mobile Office at 272AW	200E	C.2.2.2.1	Complete Disposition
MO998	Field Trailer at 241C	600	C.4.2.31	Complete Transition & Disposition
TC1301N	N Springs Pump and Treat Facility Weather Protection	100N	C.2.5.4	Complete Transition & Disposition
X8	Motor Car Shed	200W	C.2.2.2.1	Complete Transition & Disposition

TABLE E-2 - DEMOLISHED STRUCTURES WITH REMAINING SLABS/POTENTIAL HAZARDS

Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
203U	Uranium Storage Tank Enclosure	200W	C.2.2.3.1	Complete Remaining Disposition
2200B	Construction Portal Monitoring Building	200E	C.2.2.3.1	Complete Remaining Disposition
2201B	Construction Ice House at 227B	200E	C.2.2.3.1	Complete Remaining Disposition
221TB	Laundry Storage Skid Shack	200W	C.2.2.3.1	Complete Remaining Disposition
222U	Office Administration Building	200W	C.2.2.3.1	Complete Remaining Disposition
2238E	Electrical Supervisors Office	200E	C.2.2.3.1	Complete Remaining Disposition
2239E	Carpenters Supervisors Office	200E	C.2.2.3.1	Complete Remaining Disposition
2240E	Paint Shop	200E	C.2.2.3.1	Complete Remaining Disposition
2241B	Laborer's Storage	200E	C.2.2.3.1	Complete Remaining Disposition
2242B	Carpenter Shop	200E	C.2.2.3.1	Complete Remaining Disposition
2244B	Multi Craft Fabrication Shop	200E	C.2.2.3.1	Complete Remaining Disposition
2245B	Electrician's Lunchroom/Office	200E	C.2.2.3.1	Complete Remaining Disposition
2247B	Ironworker's Shop	200E	C.2.2.3.1	Complete Remaining Disposition
2249B	Bottle Storage	200E	C.2.2.3.1	Complete Remaining Disposition
2251E	Storage Building	200E	C.2.2.3.1	Complete Remaining Disposition
2252E	Storage Building	200E	C.2.2.3.1	Complete Remaining Disposition
2253E	Storage Building	200E	C.2.2.3.1	Complete Remaining Disposition
2254E	Storage Building	200E	C.2.2.3.1	Complete Remaining Disposition
2255E	Bottle Dock	200E	C.2.2.3.1	Complete Remaining Disposition
2255EA	CONNEX Box	200E	C.2.2.3.1	Complete Transition & Disposition
2256E	Storage Building	200E	C.2.2.3.1	Complete Remaining Disposition
2257E	Storage Building	200E	C.2.2.3.1	Complete Remaining Disposition
2264W	Storage Building	200W	C.2.2.3.1	Complete Remaining Disposition
232Z	Waste Incinerator Facility	200W	C.2.2.1.2.2	Complete Remaining Disposition
233S	Plutonium Concentration Facility	200W	C.2.2.3.1	Complete Remaining Disposition
233SA	Exhaust Air Filter Building	200W	C.2.2.3.1	Complete Remaining Disposition
234ZB	Waste Material Storage Building	200W	C.2.2.1.2.2	Complete Remaining Disposition
234ZC	Waste Drum Storage and Loading Dock	200W	C.2.2.1.2.2	Complete Remaining Disposition
241ZG	Change Facility for 241-Z	200W	C.2.2.1.2.2	Complete Remaining Disposition
241ZRB	Retention Basin	200W	C.2.2.1.2.2	Complete Remaining Disposition
2707E	Change House	200E	C.2.2.3.1	Complete Remaining Disposition
2709A	Change House at 2714U	200W	C.2.2.3.1	Complete Remaining Disposition
2713E	Office Administration Building	200E	C.2.2.3.1	Complete Remaining Disposition
2714U	Warehouse	200W	C.2.2.3.1	Complete Remaining Disposition
2715E	Storage Building	200E	C.2.2.3.1	Complete Remaining Disposition
2715EA	Drum Storage Shed	200E	C.2.2.3.1	Complete Remaining Disposition
2715U	Oil Storage Shed	200W	C.2.2.3.1	Complete Remaining Disposition
2715UA	Insulator Shop	200W	C.2.2.3.1	Complete Remaining Disposition
2716A	RM Checkout Station	200E	C.2.2.3.1	Complete Remaining Disposition
2716U	UO3 Plant Fire Protection Shed	200W	C.2.2.3.1	Complete Remaining Disposition
2719E	Office Machine Storage	200E	C.2.2.3.1	Complete Remaining Disposition
2722E	Office Building	200E	C.2.2.3.1	Complete Remaining Disposition
2726U	Propane Gas Tank Saddles	200W	C.2.2.3.1	Complete Remaining Disposition

TABLE E-2 - DEMOLISHED STRUCTURES WITH REMAINING SLABS/POTENTIAL HAZARDS				
Facility ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
272BC	Construction Multi-Craft Storage	200E	C.2.2.3.1	Complete Remaining Disposition
272U	Hot Shop/Cold Maintenance Shop	200W	C.2.2.3.1	Complete Remaining Disposition
2731Z	PR Can Storage Building	200W	C.2.2.1.2.2	Complete Remaining Disposition
2734ZF	Gas Storage	200W	C.2.2.1.2.2	Complete Remaining Disposition
2734ZG	Gas Storage	200W	C.2.2.1.2.2	Complete Remaining Disposition
2734ZH	Gas Storage	200W	C.2.2.1.2.2	Complete Remaining Disposition
275UR	Chemical Storage Warehouse	200W	C.2.2.3.1	Complete Remaining Disposition
2902Z	Elevated Water Storage Tank and Tower	200W	C.2.2.1.2.2	Complete Remaining Disposition
2904ZA	Liquid Effluent Monitoring Station	200W	C.2.2.1.2.2	Complete Remaining Disposition
2904ZB	Monitoring Building	200W	C.2.2.1.2.2	Complete Remaining Disposition
2905P	Deep Well House	600	C.2.2.3.1	Complete Remaining Disposition
2905R	Deep Well House	600	C.2.2.3.1	Complete Remaining Disposition

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
100-K-35	100-K-35, 183-KE Acid Neutralization Pit	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-36	100-K-36, 1706-KE Chemical Storage Facility Dry Well	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-37	100-K-37, 1706-KE Sulfuric Acid Tank	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-38	100-K-38, 1706-KE Caustic Soda Tank	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-42	100-K-42, 100 Area KE Basin, 105-KE Fuel Storage Basin, K East Basin, Irradiated Fissile Material Storage, Metal Storage Basin, 100-K-40	100K	C.2.1.1.1.1	Remove Engineered Structures and Turn Over to RCC for Final Disposition
100-K-43	100-K-43, KW Basin, 105-KW Fuel Storage Basin, K West Basin, Irradiated Fissile Material Storage	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-46	100-K-46, 119-KE French Drain, Drywell	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-47	100-K-47, 1904-K Process Sewer	100K	C.2.1.1.1.1	Remove Engineered Structures and Turn Over to RCC for Final Disposition
100-K-50	100-K-50, 1725-K & 1726-K Sanitary Sewer System Holding Tank	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-67	100-K-67, 165-KE Power Control Building	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-68	100-K-68, 105-KE Pump Gallery and Catch Tank, D Sump	100K	C.2.1.1.1.1	Remove Engineered Structures and Turn Over to RCC for Final Disposition
100-K-69	100-K-69, 105-KE Sump C	100K	C.2.1.1.1.1	Remove Engineered Structures and Turn Over to RCC for Final Disposition
100-K-70	100-K-70, 105-KE Waste Storage Tank, Holding Tank	100K	C.2.1.1.1.1	Remove Engineered Structures and Turn Over to RCC for Final Disposition
100-K-71	100-K-71, 105-KE Collection Box	100K	C.2.1.1.1.1	Remove Engineered Structures and Turn Over to RCC for Final Disposition
100-K-72	100-K-72, 105-KW Pump Gallery and Catch Tank, D Sump	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-73	100-K-73, 105-KW Collection Box	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-74	100-K-74, 105-KW Waste Storage Tank, Holding Tank	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-75	100-K-75, 105-KW Sump C	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-77	100-K-77, Underground Railroad Ties Southeast of 1706KE	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-81	100-K-81, Contamination Area West of 116-K-3	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
100-K-82	100-K-82, 105-KW Fuel Storage Basin leak	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
116-K-3	116-K-3, 1904-K Outfall Structure, 1908-K Outfall Structure	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
116-KE-6A	116-KE-6A, 1706-KE Condensate Collection Tank, 1706-KE Waste Treatment System	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
116-KE-6B	116-KE-6B, 1706-KE Evaporation Tank, 1706-KE Waste Treatment System	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
116-KE-6C	116-KE-6C, 1706-KE Waste Accumulation Tank, 1706-KE Waste Treatment System	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
116-KE-6D	116-KE-6D, 1706-KE Ion Exchange Column, 1706-KE Waste Treatment System	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
120-KE-8	120-KE-8, 165-KE Brine Pit, 165-KE Brine Mixing Tank	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
126-KE-2	126-KE-2, 183-KE Liquid Alum Storage Tank #2	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
1607-B6	1607-B6, 1607-B6 Septic Tank System, 1607-B5, 1607-B5 Septic Tank System, 124-B-5, 1607-B5 Sanitary Sewer System	100B	C.4.2.51	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
1607-K1	1607-K1, 1607-K1 Septic Tank and Associated Drain Field, 124-K-1, 1607-K1 Sanitary Sewer System, 1607-K1 Septic Tank	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
1607-K2	1607-K2, 1607-K2 Septic Tank and Associated Drain Field, 124-KE-1, 1607-K2 Sanitary Sewer System, 1607-K2 Septic Tank	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
1607-K5	1607-K5, 1607-K5 Septic Tank and Associated Drain Field, 124-KE-2, 1607-K5 Sanitary Sewer System, 1607-K5 Septic Tank	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
1607-K6	1607-K6, 1607-K6 Septic Tank and Associated Drain Field, 124-KW-1, 1607-K6 Sanitary Sewer System, 1607-K6 Septic Tank	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
200 CP	200 CP, 200 Area Construction Pit, 200 Area Construction Waste Site, Hanford Site Gravel Pit 29	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-A TEDF	200-A TEDF, 200 Area Treated Effluent Disposal Facility, TEDF, 600-145, 216-E-43A and 216-E-43B	600	C.3.7.1	Complete Remedial Action
200-E BP	200-E BP, 200-E Burning Pit, 200 East Burn Pit	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E PD	200-E PD 200-E Powerhouse Ditch, 200 East Powerhouse Pond	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
200-E-1	200-E-1, 284-E Landfill	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
200-E-100	200-E-100, Steam Trap 2P-Yard-MSS-TRP-019, Miscellaneous Stream #571	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-101	200-E-101, 200 East Deep Lysimeter Site	200E	C.2.5.2	Complete Remedial Action
200-E-102	200-E-102, Contaminated Soil Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-103	200-E-103, Radiologically Controlled Area - South Side of PUREX, PUREX Stabilized Area	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-107	200-E-107, Contamination Area East of PUREX, PUREX E Field	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-109	200-E-109, Contaminated Tumbleweed Accumulation, Contamination Spread in Northeast Corner of 200 East Area	200E	C.3.6.1	Complete Remedial Action
200-E-110	200-E-110, Contaminated Tumbleweed Dump Site	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-112	200-E-112; B Plant Process Sewers, 2904-E-1 - Pipeline from B Plant to 207-B Retention Basin; 2904-E-2 - Pipeline from B Plant to 207-B or 216-B Ditches	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-113	200-E-113; Pipeline from PUREX to 216-A-30 Crib, 216-A-42C Valve Box	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-117	200-E-117, Contamination Zone South of B Plant	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-118	200-E-118, 216-B-3 Diverter Station and Shack, Main Diverter Structure #3	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-123	200-E-123, Contamination Area South of 216-B-2 Stabilized Ditches.	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-124	200-E-124, URM on East Side of 275-EA	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-125	200-E-125, Contamination Area Northwest of 244-AR Building.	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-126	200-E-126, Underground Pipeline From 207-B to 216-B-3 Ditch and B Pond Disposal	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
	System			
200-E-127	200-E-127, PUREX Cooling Water Line, Pipeline From PUREX to Gable and B-Ponds (216-A-25 and 216-B-3)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-128	200-E-128, Radioactive Contamination "Hot Spot" Under Gravel Road	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-129	200-E-129, Stabilized Area on East Side of B Plant Railroad Cut	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-13	200-E-13, Rubble Piles from RCRA General Inspection #200EFY95 Item #7	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
200-E-130	200-E-130, Stabilized Area on West Side of B Plant Chemical Spur	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-135	200-E-135, Contamination Area South of 241-C Tank Farm	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-139	200-E-139, Contamination Area North of C Farm	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-14	200-E-14, 216-BC-201 Siphon Tank, 216-B-201, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-141	200-E-141, 2715EC Paint Shop French Drain, Miscellaneous Stream #223	200E	C.4.2.31	Complete Remedial Action
200-E-142	200-E-142, Paint Brush Cleaning Station	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-17	200-E-17, 200 Area Liquid Effluent Retention Facility (LERF), LERF Basins	200E	C.3.5.1	Complete Remedial Action
200-E-2	200-E-2, Soil Stains at the 2101-M SW Parking Lot, MO-234 parking Lot	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
200-E-24	200-E-24, 6607-11, 2704-HV Septic System	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
200-E-25	200-E-25, 272-BB French Drain, Insulation Shop French Drain, Miscellaneous Stream #659	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-26	200-E-26, Heavy Equipment Storage Area, Diesel Fuel Contaminated Soil	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
200-E-28	200-E-28, 221-B Building Steam Condensate Release	200E	C.2.2.3.2	Complete Remedial Action
200-E-29	200-E-29, Unplanned Release From 241-ER-152 Diversion Box	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
200-E-4	200-E-4, Critical Mass Laboratory Dry Well North, 209-E North Dry Well, Miscellaneous Stream #730	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
200-E-41	200-E-41, Stabilized Hot Semiworks Area, UN-216-E-38, Strontium Semi-Works Stabilized Area	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-43	200-E-43, Tank Car Storage Area, Regulated Equipment Storage Area, TC-4 Spur Tank Car Storage Area	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
200-E-44	200-E-44, PUREX Railroad Cut	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-45	200-E-45, HI Shaft, Health Instrument Shaft, Contaminated Pump Run-in Caisson	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-46	200-E-46, RCRA Permit General Inspection #200EFY96 Item #3	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
200-E-5	200-E-5, 2607-E2, 2607-E2 Septic Tank & Tile Field	200E	C.4.2.26, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
200-E-53	200-E-53, Contaminated Zone Adjacent to 218-E-12B and 218-E-8, Overground Storage Area, Above Ground Storage Area	200E	C.3.9.1, C.2.5.2	Complete Remedial Action
200-E-55	200-E-55, Effluent Drain East of 291-B Sand Filter, Miscellaneous Stream #322	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-56	200-E-56, 241-C Waste Line Leak adjacent to 201-C, Waste Line Leak #1	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-57	200-E-57, 241-C Waste Line Leak east of 201-C, Waste Line Leak #2	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-58	200-E-58, 216-A-5 Neutralization Tank, Tank A5, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-6	200-E-6, Septic Tank, Sanitary Sewer Repair and Replacement 2607-E4	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-61	200-E-61, 202A Building Stormwater Runoff, Miscellaneous Stream #467	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-62	200-E-62, 202A Building Steam Condensate, Miscellaneous Stream #71, Injection Well (Z)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-63	200-E-63, Line #8801 Steam Condensate, Miscellaneous Stream #72, Injection Well (AA)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-64	200-E-64, Line #8801 Steam Condensate, Miscellaneous Stream #69, Injection Well (W)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-65	200-E-65, 202A Building Steam Condensate, Miscellaneous Stream #466 Injection Well (R)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-67	200-E-67, 202A Building Steam Condensate, Miscellaneous Stream #494	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-68	200-E-68, 291A Control House Steam Condensate, Miscellaneous Stream #59, Injection Well (L)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-69	200-E-69, Line #8801 Steam Condensate, Miscellaneous Stream #56, Injection Well (A)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-7	200-E-7, 2607-EO Septic Tank & Tile Field	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
200-E-70	200-E-70, Line #8801 Steam Condensate, Miscellaneous Stream #64, Injection Well (Q)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-71	200-E-71, Line #8801 Steam Condensate, Miscellaneous Stream #63, Injection Well (O)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-72	200-E-72, Line #8801 Steam Condensate, Miscellaneous Stream #60, Injection Well (G)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-73	200-E-73, Line #8801 Steam Condensate, Miscellaneous Stream #61, Injection Well (M)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-74	200-E-74, Line #8801 Steam Condensate, Miscellaneous Stream #62, Injection Well (N)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-75	200-E-75, Line #8801 Steam Condensate, Miscellaneous Stream #57, Injection Well (B)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-76	200-E-76, Line #8801 Steam Condensate, Miscellaneous Stream #67, Injection Well (U)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
200-E-77	200-E-77, Line #8801 Steam Condensate, Miscellaneous Stream #65, Injection Well (S)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-78	200-E-78, Line #8801 Steam Condensate, Miscellaneous Stream #70, Injection Well (Y)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-79	200-E-79, Line #8801 Steam Condensate, Miscellaneous Stream #66, Injection Well (T)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-80	200-E-80, Line #8801 Steam Condensate, Miscellaneous Stream #68, Injection Well (V)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-81	200-E-81, MO-035 Facility Water Valve, Miscellaneous Stream #533	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-82	200-E-82, Steam Trap 2P, Yard-MSS-TRP-040, Miscellaneous Stream #115	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-84	200-E-84, 202A Building Steam Condensate, Miscellaneous Stream #58, Injection Well (C)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-85	200-E-85, 202A Building Pump Seal Water, Miscellaneous Stream #459	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-88	200-E-88, B Plant Yard Steam Condensate, Miscellaneous Stream #3	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-89	200-E-89, B Plant Yard Steam Condensate, Miscellaneous Stream #4	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-9	200-E-9, 2607-EN, 2727-E Septic System, 2607-EN Septic Tank/Pump Station	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
200-E-90	200-E-90, B Plant Yard Steam Condensate, Miscellaneous Stream #5	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-91	200-E-91, B Plant Yard Steam Condensate, Miscellaneous Stream #6	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-92	200-E-92, B Plant Yard Steam Condensate, Miscellaneous Stream #7	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-93	200-E-93, B Plant Yard Steam Condensate, Miscellaneous Stream #8	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-94	200-E-94, B Plant Yard Steam Condensate, Miscellaneous Stream #9	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-95	200-E-95, 222B Steam Condensate, Miscellaneous Stream #308	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-97	200-E-97, 212B Building Steam Condensate, Miscellaneous Stream #470	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-98	200-E-98, 271B Building Ice Machine Overflow, Miscellaneous Stream #490	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-E-99	200-E-99, Steam Trap 2P-Yard-MSS-TRP-017, Miscellaneous Stream #570	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-N-3	200-N-3, Ballast Pits	600	C.4.2.26, C.2.5.2	Complete Remedial Action
200-W ADB	200-W ADB, 200-W Ash Disposal Basin	200W	C.4.2.26, C.2.5.2	Complete Remedial Action
200-W BP	200-W BP, 200-W Burning Pit, Pit 34	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-1	200-W-1, REDOX Mud Pit West	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-102	200-W-102, Pipeline from Laundry/Powerhouse to 216-U-14 Ditch	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-104	200-W-104, 2714-U Building, UO3 Storage Warehouse, 2714-U Foundation	200W	C.2.2.3.1	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
200-W-106	200-W-106, Soil Contamination Area Adjacent to 200-W-55	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-11	200-W-11, Concrete Foundation South of 241-S, S-Farm Foundation and Dump Site	200W	C.4.2.26, C.2.5.2	Complete Remedial Action
200-W-112	200-W-112, Miscellaneous Stream #52, Steam Condensate	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-113	200-W-113, Miscellaneous Stream #54, North Steam Pit	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-115	200-W-115, Miscellaneous Stream #138, Steam Condensate MSS-003, 063	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-116	200-W-116, Miscellaneous Stream #139, Steam Condensate MSS-TRP-004	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-117	200-W-117, Miscellaneous Stream #140, Steam Condensate MSS-TRP-005	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-118	200-W-118, Miscellaneous Stream #141, Steam Condensate MSS-TRP-006	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-119	200-W-119, Miscellaneous Stream #142, Steam Trap 007	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-12	200-W-12, 201-W Soil Mound and Plastic Pipe	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-120	200-W-120, Miscellaneous Stream #143, Miscellaneous Steam Trap 008	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-121	200-W-121, Miscellaneous Stream #144, Miscellaneous Steam Trap 009	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-122	200-W-122, Miscellaneous Stream #145, Miscellaneous Steam Trap 014	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-125	200-W-125, 216-Z-1 Ditch Replacement Pipeline	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-127	200-W-127, Surface Stabilized Area East of UPR-200-W-29/UPR-200-W-97 (UN-216-W-5)	200W	C.2.2.3.2	Complete Remedial Action
200-W-128	200-W-128, Underground Radioactive Material Area East of 218-W-4A	200W	C.2.2.3.2	Complete Remedial Action
200-W-14	200-W-14, 200 West Heavy Equipment Storage Area	200W	C.4.2.26, C.2.5.2	Complete Remedial Action
200-W-15	200-W-15, S Plant Project W-087 Hexone Discovery	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-16	200-W-16, 292-T Underground Tanks, IMUST, Inactive Miscellaneous Underground Storage Tank, 292-TK-1, 292-TK-2	200W	C.3.4.1	Complete Remedial Action
200-W-2	200-W-2, REDOX Berms West	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-20	200-W-20, T Plant Complex	200W	C.3.4.1	Complete Remedial Action
200-W-21	200-W-21, 204-T Unloading Station, T Plant Waste Railcar Unloading Facility	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-22	200-W-22, 203-S/204-S/205-S Stabilized Area	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-3	200-W-3, 2713-W North Parking Lot, 220-W-1	200W	C.4.2.26, C.2.5.2	Complete Remedial Action
200-W-33	200-W-33, Solid Waste Dumping Area, Debris near 609 gate	200W	C.4.2.26, C.2.5.2	Complete Remedial Action
200-W-42	200-W-42, U Plant Radioactive Process Sewer from 221-U to 216-U-8 & 216-U-12 Cribs	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-55	200-W-55, Dumping Area North of 231-Z	200W	C.4.2.26, C.2.5.2	Complete Remedial Action
200-W-58	200-W-58, Z-Plant Diversion Box #1	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
200-W-59	200-W-59, Z-Plant Diversion Box #2	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
200-W-6	200-W-6, 200-W Painter Shop paint solvent disposal area	200W	C.4.2.2.6, C.2.5.2	Complete Remedial Action
200-W-63	200-W-63, Contaminated Concrete Pad	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-64	200-W-64, 2724-W Contaminated Laundry Facility Building Foundation	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-67	200-W-67, Contaminated Soil at the Corner of Cooper and 16th Street	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-7	200-W-7, 246-L, 241-S-TK-1, 243S-TK-1, 243-S-TK1, 200-W Personnel Decontamination Facility Catch Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
200-W-71	200-W-71, Undocumented Trench	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-75	200-W-75, Radiological Logging System (RLS) Calibration Silos	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-77	200-W-77, Posted Contamination Area East of 216-U-14 Ditch	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-79	200-W-79; 216-T-36 Crib pipeline	200W	C.3.4.1	Complete Remedial Action
200-W-80	200-W-80; Mound of Contaminated Soil Southwest of T Plant	200W	C.3.4.1	Complete Remedial Action
200-W-81	200-W-81; Contaminated Tumbleweed Fragments Along Railroad Track East of 218-W-3AE	200W	C.3.9.1, C.2.5.2	Complete Remedial Action
200-W-82	200-W-82, Risers East of 216-TY-201 and 216-T-26, 216-T-27, and 216-T-28 Crib, Crib Unloading Station	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-83	200-W-83, Contamination Area North of 2727W	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-84	200-W-84, U Plant Process Sewer	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-85	200-W-85, Soil Contamination Area East of 2727 W	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-86	200-W-86, Contamination Area Around Light Pole	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-87	200-W-87, Unplanned Release on Chemical Spur Railroad Track Northwest of 221-U Plant	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-88	200-W-88, T Plant Process Sewer Pipelines	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-89	200-W-89, 252-U, U Plant Electrical Substation, C8S17 Substation, U-Cat Substation	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-9	200-W-9, Project W291 Excavation VCP Contamination	200W	C.3.4.1	Complete Remedial Action
200-W-90	200-W-90, Underground Radioactive Material Areas posted along 23rd Street in 200 West Area	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
200-W-92	200-W-92, Contaminated Mound of Soil and Debris, Soil Mound West of 241-TY Tank Farm	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
202-A-WS-1	202-A-WS-1, PUREX Waste Piles	200E	C.2.2.3.2	Complete Remedial Action
207-A-NORTH	207-A-NORTH, 207-A, 207-A Retention Basin, 207-A-NORTH Retention Basin, 207-A North	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
207-A-SOUTH	207-A-SOUTH, 207-A, 207-A Retention Basin, 207-A-SOUTH Retention Basin, 207-A South	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
207-B	207-B, B Plant Retention Basin, 207-B Retention Basin	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
207-S	207-S, REDOX Retention Basin, 207-S Retention Basin	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
207-T	207-T, T Plant Retention Basin, 207-T, 207-T Retention Basin	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-1	216-A-1, 216-A-1 Cavern, 216-A-1 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-10	216-A-10, 216-A-10 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-11	216-A-11 French Drain, Miscellaneous Stream #465	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-12	216-A-12, Miscellaneous Stream #463	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-13	216-A-13, 216-A-13 French Drain, Miscellaneous Stream #460	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-14	216-A-14, French Drain - Vacuum Cleaner Filter Pit, Miscellaneous Stream #462	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-15	216-A-15, Miscellaneous Stream #461	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-18	216-A-18, 216-A-18 Excavation, 216-A-18 Grave, 216-A-18 Sump, 216-A-18 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-19	216-A-19, 216-A-19 Test Hole, 216-A-19 Grave, 216-A-19 Sump, 216-A-19 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-2	216-A-2, 216-A-2 Cavern, 216-A-2 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-20	216-A-20, 216-A-20 Test Hole, 216-A-20 Grave, 216-A-20 Sump, 216-A-20 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-21	216-A-21, 216-A-21 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-22	216-A-22, 216-A-22 French Drain, 216-A-22 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-24	216-A-24, 216-A-24 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-25	216-A-25, Gable Mountain Swamp, 216-A-25 Swamp, Gable Mountain Pond	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-26	216-A-26, 216-A-26 French Drain, 216-A-26B, Miscellaneous Stream #464	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-26A	216-A-26A, 216-A-25 Crib, 216-A-26 French Drain, 291-A French Drain	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-27	216-A-27, 216-A-27 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-28	216-A-28, 216-A-28 French Drain, 216-A-28 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-29	216-A-29, Snow's Canyon, PUREX Chemical Sewer (CSL)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-3	216-A-3, 216-A-3 Cavern, 216-A-3 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-30	216-A-30, 216-A-30 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-31	216-A-31 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-32	216-A-32, 216-A-32 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-33	216-A-33, 216-A-33 Dry Well, 216-A-26B	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-34	216-A-34, 216-A-34 Ditch, 216-A-34 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-35	216-A-35 French Drain, 216-A-35 Dry Well	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-36A	216-A-36A, 216-A-36 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-36B	216-A-36B, 216-A-36 Crib, PUREX Ammonia Scrubber Distillate (ASD)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-37-1	216-A-37-1, 216-A-37 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-37-2	216-A-37-2, 216-A-37-2 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-38-1	216-A-38-1, 216-A-38 Crib (See Subsites)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-4	216-A-4, 216-A-4 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
216-A-41	216-A-41, Crib, 291-AR Stack Drain, 296-A-13 Stack Drain	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-42	216-A-42, 207-AA Retention Basin, 216-A-42 Trench, 216-A-42 Retention Basin	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-45	216-A-45, 216-A-45 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-5	216-A-5, 216-A-5 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-508	216-A-508, Control Structure for 216-A-8 Crib, 216-A-8 Distribution Box	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-524	216-A-524, 216-A-524 Control Structure, 216-A 524 Weir, 216-A-24 Control Structure	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-6	216-A-6, 216-A-6 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-7	216-A-7, 216-A-7 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-8	216-A-8, 216-A-8 Crib and Overflow Pond	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-A-9	216-A-9, 216-A-9 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-10A	216-B-10A, 222-B-1 Crib, 216-B-10 Crib, 292-B	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-10B	216-B-10B, 222-B-2 Crib, 216-B-10 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-11A&B	216-B-11A&B, 216-B-11 Crib, 242-B-1 Crib, 216-B-11A & B, 216-B-11B	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-12	216-B-12, 216-ER Crib, 216-ER-1,2,3 Cribs	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-13	216-B-13, 216-B-13 French Drain, 291-B Crib, 216-B-B, 216-B-13 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-14	216-B-14, 216-BC-1 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-15	216-B-15, 216-BC-2 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-16	216-B-16, 216-BC-3 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-17	216-B-17, 216-BC-4 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-18	216-B-18, 216-BC-5 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-19	216-B-19, 216-BC-6 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-20	216-B-20, 216-BC-7 Trench, 216-B-20 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-21	216-B-21, 216-BC-8 Trench, 216-B-21 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-2-1	216-B-2-1, 216-B-1, B Swamp Ditch, 216-B-2, B Ditch, 216-B-2W	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-22	216-B-22, 216-BC-9 Trench, 216-B-22 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-2-2	216-B-2-2, 216-B-2-2W, 216-B-1 Ditch	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-23	216-B-23, 216-BC-10 Trench, 216-B-23 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-2-3	216-B-2-3, B Pond Ditch, B Swamp Ditch, 216-B-2-2E	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-24	216-B-24, 216-BC-11 Trench, 216-B-24 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-25	216-B-25, 216-BC-12 Trench, 216-B-25 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-26	216-B-26, 216-BC-13 Trench, 216-B-26 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-27	216-B-27, 216-BC-14 Trench, 216-B-27 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-28	216-B-28, 216-BC-15 Trench, 216-B-28 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-29	216-B-29, 216-BC-16 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
216-B-3	216-B-3, B Pond, B-3 Pond, 216-B-3 Main Pond, B Swamp, 216-B-3 Swamp, B Plant Swamp	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-30	216-B-30, 216-BC-17 Trench, 216-B-30 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-31	216-B-31, 216-BC-18 Trench, 216-B-31 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-3-1	216-B-3-1, B Swamp Ditch, 216-B-2, 216-B-3 Ditch, 216-B-2E	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-32	216-B-32, 216-BC-19 Trench, 216-B-32 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-3-2	216-B-3-2, 216-B Ditch, 216-B-1 Ditch, B Swamp Ditch, 216-B-2-2E	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-33	216-B-33, 216-BC-20 Trench, 216-B-33 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-3-3	216-B-3-3, B Swamp Ditch, 216-B-3-3 Ditch	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-34	216-B-34, 216-BC-21 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-35	216-B-35, 241-BX-1 Grave, 216-BX-1 Trench, 216-B-35 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-36	216-B-36, 241-BX-2 Grave, 216-BX-2 Trench, 216-B-36 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-37	216-B-37, 241-BX-3 Grave, 216-BX-3 Trench, 216-B-37 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-38	216-B-38, 241-BX-4 Grave, 216-BX-4 Trench, 216-B-38 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-39	216-B-39, 241-BX-5 Grave, 216-BX-5 Trench, 216-B-39 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-3B RAD	216-B-3B RAD, 216-B-3B Expansion Lobe Residual Radioactive Waste, East Expansion Lobe	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
216-B-3C RAD	216-B-3C RAD, 216-B-3C Expansion Lobe Residual Radioactive Waste	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
216-B-4	216-B-4, 216-B-4 French Drain, 216-B-4 Dry Well, 216-B-4 Reverse Well	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-40	216-B-40, 241-BX-6 Grave, 241-BX-6 Trench, 216-B-40 Trench, 216-BX-6 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-41	216-B-41, 241-BX-7 Grave, 216-BX-7 Trench, 216-B-41 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-42	216-B-42, 241-BX-8 Grave, 216-BX-8 Trench, 216-B-42 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-43	216-B-43, 216-BY-1 Crib, 216-BY-1 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-44	216-B-44, 216-BY-2 Crib, 216-BY-2 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-45	216-B-45, 216-BY-3 Crib, 216-BY-3 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-46	216-B-46, 216-BY-4 Crib, 216-BY-4 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-47	216-B-47, 216-BY-5 Crib, 216-BY-5 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-48	216-B-48, 216-BY-6 Crib, 216-BY-6 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-49	216-B-49, 216-BY-7 Crib, 216-BY-7 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-5	216-B-5, 241-B-361 Reverse Well, 241-B-361 Dry Well, 241-B-5 Dry Well, 299-E28-29	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-50	216-B-50, 216-BY-8 Crib, 216-BY-8 Cavern	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-51	216-B-51, 216-BY-9 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-52	216-B-52, 216-B-52 Trench, 216-BC-22	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
216-B-53A	216-B-53A, 216-B-53A Trench, PRTR Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-53B	216-B-53B, 216-B-53 Trench, 216-B-53B Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-54	216-B-54, 216-B-54 Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-55	216-B-55, 216-B-55 Enclosed Trench, 216-B-55 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-57	216-B-57, 216-B-57 Enclosed Trench, Hanford Prototype Barrier	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-58	216-B-58, 216-B-58 Trench, 216-B-59 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-59	216-B-59, 216-B-58 Trench, 216-B-58 Ditch	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-59B	216-B-59B, 216-B-59 Retention Basin	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-6	216-B-6, 222-B-110 Reverse Well, 216-B-6 Dry Well, 216-B-6 Crib, 222-B-110 Dry Well	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-60	216-B-60, 216-B-60 Crib	200E	C.2.2.1.3.1	Complete Remedial Action
216-B-62	216-B-62, 216-B-62 Enclosed Trench, 216-B-62 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-63	216-B-63, B Plant Chemical Sewer, 216-B-63 Trench, 216-B-63 Ditch	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-7A&B	216-B-7A&B, 241-B-201 Crib, 216-B-7 Crib, 216-B-7A Sump, 216-B-7B Sump, 241-B-1 and 2 Crib, 216-B-7A & B	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-8	216-B-8, 241-B-3 Crib, 216-B-8, 216-B-8TF	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-B-9	216-B-9, 241-B-361 Crib, 5-6 Crib and Tile Field, 216-B-361 Crib, 216-B-9TF	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-BY-201	216-BY-201, 241-BY Flush Tank, 216-BY-47, Supernatant Disposal Flush Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-C-1	216-C-1, 216-C-1 Crib, 216-C Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-C-10	216-C-10, 216-C-10 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-C-2	216-C-2, 291-C Dry Well, 216-C-2 Dry Well, 216-C-2 Reverse Well	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-C-3	216-C-3, 201-C Leaching Pit, 216-C-3 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-C-4	216-C-4, 216-C-4 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-C-5	216-C-5, 216-C-5 Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-C-6	216-C-6, 241-CX Crib	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-C-7	216-C-7, 216-C-7 Crib	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
216-C-9	216-C-9, 216-C-7 Swamp, Former 221-C Canyon Excavation, 216-C-9 Swamp, Semi-Works Swamp, 216-C-9 C Canyon Excavation Semiworks Swamp	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-N-1	216-N-1, 212-N Swamp, 216-N-1 Swamp, 216-N-1 Covered Pond	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-N-2	216-N-2, 212-N Storage Basin Crib #1, 212-N #1 Trench, 216-N-1 Trench, 216-N-2 Trench	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-N-3	216-N-3, 212-N Storage Basin Crib #2, 212-N #2 Trench, 212-N #2 Grave, 212-N-2 Trench, 212-N-3 Trench	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-N-4	216-N-4, 216-N-2, 216-N-4 Swamp, 212-P Swamp	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES				
Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
216-N-5	216-N-5, 212-P Storage Basin Crib, 212-P Trench, 212-P Grave, 216-N-5 Trench	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-N-6	216-N-6, 212-R Swamp, 216-N-6 Swamp	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-N-7	216-N-7, 212-R Storage Basin Crib, 212-R Trench, 212-R Grave, 216-N-7 Trench	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-N-8	216-N-8, West Lake, West Pond, 216-N-8 Pond, Honeyhill Pond, Seepage Pond	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-1&2	216-S-1&2, 216-S-5 Crib, 216-S-1 & 2	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-10D	216-S-10D, 216-S-10D Ditch, 202 Chemical Sump #1 and Ditch, Chemical Sewer Trench, Open Ditch to the Chemical Sewer Trench, 216-S-10 Ditch	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-10P	216-S-10P, 216-S-10P Pond, 202-S Chemical Sump #1 and Ditch, Chemical Sewer Trench	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-11	216-S-11, 202-S Chemical Sump #2, Chemical Sewer Trenches, 216-S-11 Swamp	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-12	216-S-12, UPR-200-W-30, 291-S Stack Wash Sump, REDOX Stack Flush Trench	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-13	216-S-13, 276-S Crib, 216-S-6	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-14	216-S-14, Buried Contaminated Hexone, Cold Organic Trench or Grave, 216-S-4 Burial Contaminated Hexone	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-16D	216-S-16D, 202-S Swamp (New) and Ditch, 202-S Swamp #1, REDOX Pond #2, 216-S-24 Ditch	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-16P	216-S-16P, 202-S Swamp and Ditch, 202-S Swamp #1, REDOX Pond #2	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-17	216-S-17, 202-S Swamp, 202-S REDOX Swamp, 216-S-1 REDOX Pond No. 1, REDOX Swamp, 216-S-1	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-172	216-S-172, 216-S-172 Weir Box and Control Structure, 2904-S-172 Weir, 216-S-172 Control Structure	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-18	216-S-18, 241-SX Steam Cleaning Pit, 216-S-14 Steam Cleaning Pit	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-19	216-S-19, 222-S Lab Swamp, 216-SL-1, REDOX Lab Swamp, 216-S-19 Pond	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-20	216-S-20, 216-SL-1&2 Crib, 216-SL-2	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-21	216-S-21, 216-SX-1, 216-SX-1 Cavern or Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-22	216-S-22, 216-S-22 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-23	216-S-23, 216-S-23 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-25	216-S-25, 216-S-25 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-26	216-S-26, 216-S-19 Replacement Facility, 216-S-26 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-4	216-S-4, 216-S-7, 216-S-4 Sump or Crib, UN-216-W-1	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-5	216-S-5, 216-S-5 Cavern #1, 216-S-6 Crib, 216-S-9	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-6	216-S-6, 216-S-6 Cavern #2, 216-S-5 Crib, 216-S-13 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-7	216-S-7, 216-S-7 Crib, 216-S-15	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-S-8	216-S-8, Cold Aqueous Trench, Cold Aqueous Crib, 216-S-3, Unirradiated Uranium Waste Trench, Cold Aqueous	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
	Grave			
216-S-9	216-S-9 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-SX-2	216-SX-2, 216-SX-2 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-1	216-T-1, 221-T Ditch, 221-T Trench, 216-T-1 Trench	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-10	216-T-10, Decontamination Trenches, Equipment Decontamination Area	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-11	216-T-11, Decontamination Trenches, Equipment Decontamination Area	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-12	216-T-12, 207-T Sludge Grave, 207-T Sludge Pit, 216-T-11	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-13	216-T-13, 269-W Regulated Garage, 269-W Decontamination Pit or Trench, 216-T-12, 269-W Regulated Garage Decontamination Pit	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-14	216-T-14, 241-T-1 Trench, 216-T-1 Grave, 216-T-13	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-15	216-T-15, 241-T-2 Trench, 241-T-2 Grave, 216-T-14, 216-T-15 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-16	216-T-16, 241-T-3 Trench, 241-T-3 Grave, 216-T-15, 216-T-16 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-17	216-T-17, 241-T-4 Trench, 216-T-4 Grave, 216-T-16	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-18	216-T-18, Test Crib for 221-U Building, Scavenged TBP Waste, 216-T-17, 241-T-17 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-19	216-T-19, 241-TX-153 Crib and Tile Field, 216-TX-1, 241-TX-3, 216-T-19TF	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-2	216-T-2, 222-T-110 Dry Well, 222-T Reverse Well	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-20	216-T-20, 216-TX-2, 216-T-20 Crib, 241-TX-155 Contaminated Acid Grave	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-21	216-T-21, 241-TX-1 Trench, 216-TX-1 Grave, 216-TX-3	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-22	216-T-22, 241-TX-2 Trench, 216-TX-2 Grave, 216-TX-4	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-23	216-T-23, 241-TX-3 Trench, 216-TX-3 Grave, 216-TX-5, 241-TX-3 Grave	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-24	216-T-24, 241-TX-4 Trench, 216-TX-4 Grave, 216-TX-6	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-25	216-T-25, 241-TX-5 Trench, 216-TX-5 Grave, 216-TX-7	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-26	216-T-26, 216-TY-1 Cavern, 216-TY-1 Crib, 241-TX-1 Cavern, 216-TX-1 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-27	216-T-27, 216-TY-2 Cavern, 216-TY-2 Crib, 216-TX-2 Cavern, 216-TX-2 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-28	216-T-28, 216-TY-3 Cavern, 216-TY-3 Crib, 216-TX-3 Cavern, 216-TX-3 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-29	216-T-29, 291-T Sand Filter Sewer, 216-T-29 French Drain	200W	C.3.4.1	Complete Remedial Action
216-T-3	216-T-3, 241-T-361-A Reverse Well, 361-T Reverse Well	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-31	216-T-31, 216-T-31 French Drain	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
216-T-32	216-T-32, 241-T #1 & 2 Cribs, 216-T-6	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
216-T-33	216-T-33, 216-T-33 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-34	216-T-34, 216-T-34 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-35	216-T-35, 216-T-35 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-36	216-T-36 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-4-1D	216-T-4-1D, 216-T-4 Ditch, 216-T-4 Swamp	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-4-2	216-T-4-2, 216-T-4-2 Ditch	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-4A	216-T-4A, 216-T-4 Swamp, 216-T-4-1 (P), 216-T-4-1 Pond	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-4B	216-T-4B, 216-T-4 New Pond, 216-T-4-2 (P), 216-T-4-2 Pond	200W	C.3.4.1	Complete Remedial Action
216-T-5	216-T-5, 216-T-5 Grave, 216-T-12, 216-T-5 Trench, 241-T-5 Trench	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-6	216-T-6, 241-T-361 (1&2 Cribs), 216-T-5, 361-T-1&2 Cribs	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-7	216-T-7, 216-T-7TF, 216-T-7 Tile Field, 241-T-3 Tile Field	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-8	216-T-8, 222-T-1 & 2 Cribs	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-T-9	216-T-9, Decontamination Trenches, Equipment Decontamination Area	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-TY-201	216-TY-201, Supernatant Disposal Flush Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-1&2	216-U-1&2, 361-WR (Crib 2), 216-U-3, 216-UR #1&2 Cribs, 216-U-1 & 2, 216-U-1, 216-U-2	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-10	216-U-10, U Swamp, 216-U-1, 216-U-10 Pond, 231 Swamp	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-11	216-U-11, U Swamp Extension Ditch, 216-U-12, 216-U-11 Trench, 216-U-11 Ditch, 216-U-11 (old ditch), 216-U-11 (new ditch)	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-12	216-U-12, 216-U-12 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-13	216-U-13, 216-U-13 Cribs, 216-U-13, Vehicle Steam Cleaning Pit	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-14	216-U-14, 216-U-14 Ditch, Laundry Ditch	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-15	216-U-15, UN-216-W-10, 388-U Tank Dumping, UPR-200-W-125, UN-200-W-158, U-152 Interface Crud Burial	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-16	216-U-16, UO3 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-17	216-U-17, 216-U-17 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-3	216-U-3, 216-U-11, 216-U-3 French Drain	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-4	216-U-4, 222-U Dry Well, 222-U-110 Dry Well, 216-U-2, 216-U-4 Dry Well	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-4A	216-U-4A, 216-U-4 Reverse Well Replacement French Drain, 216-U-4 Dry Well	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-4B	216-U-4B, 216-U-4B Dry Well, 216-U-4B French Drain	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-5	216-U-5, 216-U-4, 221-U Cold U Trench #2	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
216-U-6	216-U-6, U Facility Unirradiated Uranium Waste Trench, 221-U Cold U Trench, 216-U Cold U Trench #1, 216-U-5, 221-U Cold U Grave #1	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-7	216-U-7, 221-U Counting Box French Drain, 221-U Vessel Vent Blower Pit French Drain	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-8	216-U-8, 216-WR-1,2,3 Cribs, 216-U-9	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-U-9	216-U-9, U Swamp-S Swamp Ditch, 216-U-6	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-W-LWC	216-W-LWC, 216-W-LC, Laundry Waste Crib, 216-W-LWC Crib, 216-W-1	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-1&2	216-Z-1&2, 234-5 No. 1 Crib, 216-Z-7, 234-5 No. 2 Crib, 216-Z-1 & 2TF, 216-Z-1 and 216-Z-2 Cribs	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-10	216-Z-10, 216-Z-2, 231-W Reverse Well, 231-W-151 Dry Well or Reverse Well, 231-Z Well, 299-W15-51, 231-W-150	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-11	216-Z-11, 216-Z-11 Ditch, Z Plant Ditch	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-12	216-Z-12, 241-Z-12 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-13	216-Z-13, 234-5 Dry Well #1, 216-Z-13 Dry Well, Miscellaneous Stream #261, 216-Z-13 A and B	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
216-Z-14	216-Z-14, 234-5 Dry Well #2, 216-Z-14 Dry Well, Miscellaneous Stream #262, 216-Z-14 A and B	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
216-Z-15	216-Z-15, 234-5 Dry Well #3, 216-Z-15 Dry Well, Miscellaneous Stream #263	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
216-Z-16	216-Z-16	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-17	216-Z-17, 216-Z-17 Ditch	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-18	216-Z-18, 216-Z-18 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-19	216-Z-19, 216-U-10 Ditch, Z Plant Ditch, 216-Z-19 Ditch	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-1A	216-Z-1A, 216-Z-1A Tile Field, 216-Z-7, 234-5 Tile Field, 216-Z-1AA, 216-Z-1AB, 216-Z-1AC	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-1D	216-Z-1D, 216-Z-1, Drain Ditch to U Swamp, Z Plant Ditch	200W	C.2.2.1.2.2, C.2.2.3.2	Complete Remedial Action
216-Z-20	216-Z-20, Z-19 Ditch Replacement Tile Field	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-3	216-Z-3, 216-Z-3 Culvert, 216-Z-8, 234-5 No. 3 & 4 Cribs	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-4	216-Z-4, 231-W-3 Pit, 231-W-3 Sump, 231-W-3 Crib, 216-Z-3, 216-Z-4 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-5	216-Z-5, 231-W Sumps, 231-W-1 & 2 Cribs	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-6	216-Z-6, 231-W-4 Crib, 231-Z-6, 216-W-4, 231-W Crib, 216-Z-4, 216-Z-6 & 6A Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-7	216-Z-7, 231-W Crib, 231-W Trench, 216-Z-6	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-8	216-Z-8, 234-5 Recuplex French Drain, 216-Z-9, 216-Z-8 Crib	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
216-Z-9	216-Z-9, 216-Z-9 Cavern, 234-5 Recuplex Cavern, 216-Z-10, 216-Z-9 Crib, 216-Z-9 Covered Trench	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
218-C-9	218-C-9, Dry Waste No.0C9, 218-C-9 Burial Ground	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-E-1	218-E-1, 200 East Dry Waste No. 001	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
218-E-10	218-E-10, 200 East Industrial Waste No. 10, Equipment Burial Ground #10	200E	C.3.9.1	Complete Remedial Action
218-E-12A	218-E-12A, 200 East Dry Waste No. 12A	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-E-12B	218-E-12B, 200 East Dry Waste No. 12B, 218-E-12B Burial Ground - Trench 94	200E	C.3.9.1	Complete Remedial Action
218-E-2	218-E-2, 200 East Industrial Waste No. 002, Equipment Burial Ground #2	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-E-2A	218-E-2A, Regulated Equipment Storage Site No. 02A, Burial Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-E-4	218-E-4, 200 East Minor Construction No. 4, Equipment Burial Ground #4	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-E-5	218-E-5, 200 East Industrial Waste No. 05, Equipment Burial Ground #5	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-E-5A	218-E-5A, 200 East Industrial Waste No. 005A, Equipment Burial Ground #5A	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-E-7	218-E-7, 200 East 222-B Vaults	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-E-8	218-E-8, 200 East Construction Burial Grounds	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-E-9	218-E-9, 200 East Regulated Equipment Storage Site No. 009, Burial Vault (HISS)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-W-1	218-W-1, 200-W Area Dry Waste No. 001, Solid Waste Burial Ground #1	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-W-11	218-W-11, Regulated Storage Site	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-W-1A	218-W-1A, 200-W Area Industrial Waste Burial Ground #1, Equipment Burial Ground #1	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-W-2	218-W-2, 200-W Area Dry Waste No. 002, Dry Waste Burial Ground No. 2	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-W-2A	218-W-2A, Industrial Waste No. 02A, Equipment Burial Ground #2	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-W-3	218-W-3, Dry Waste No. 003	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-W-3A	218-W-3A, Dry Waste No. 003A	200W	C.3.9.1	Complete Remedial Action
218-W-3AE	218-W-3AE, Industrial Waste No. 3AE, Dry Waste No. 3AE	200W	C.3.9.1	Complete Remedial Action
218-W-4A	218-W-4A, Dry Waste No. 04A	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-W-4B	218-W-4B, Dry Waste No. 04B	200W	C.3.9.1	Complete Remedial Action
218-W-4C	218-W-4C, Dry Waste No. 004C, 218-W-4C Annex	200W	C.3.9.1	Complete Remedial Action
218-W-5	218-W-5, Dry Waste Burial Ground, Low-Level Radioactive Mixed Waste Burial Grounds	200W	C.3.9.1	Complete Remedial Action
218-W-6	218-W-6 Burial Ground	200W	C.3.9.1	Complete Remedial Action
218-W-7	218-W-7, 222-S Vault	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-W-8	218-W-8, 222-T Vault	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
218-W-9	218-W-9, Dry Waste Burial Ground No. 9, Non-TRU Dry Waste No. 009	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
221-B-WS-1	221-B-WS-1, B Plant Storage	200E	C.2.2.3.2	Complete Remedial Action
221-B-WS-2	221-B-WS-2, B Plant Waste Piles	200E	C.2.2.3.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
231-W-151	231-W-151, 231-W-151 Vault, 231-W-151-001 (Tank), 231-W-151-002 (Tank), 231-W-151 Sump, 231-Z-151 Sump, IMUST, Inactive Miscellaneous Underground Storage Tank (See Subsites)	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
232-Z	232-Z, 232-Z Waste Incineration Facility, 232-Z Incineration Facility, 232-Z Incinerator	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
240-S-151	240-S-151, 240-S-151 Diversion Box	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
240-S-152	240-S-152, 240-S-152 Diversion Box	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
240-S-302	240-S-302, 240-S-302 Catch Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-A-151	241-A-151, 241-A-151 Diversion Box	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-A-302A	241-A-302A, 241-A-302-A Catch Tank	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-A-302B	241-A-302B, 241-A-302-B Catch Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-B-154	241-B-154, 241-B-154 Diversion Box	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-B-302B	241-B-302B, 241-B-302-B Catch Tank, 241-B-302, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-B-361	241-B-361, 241-B-361 Settling Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
241-BX-154	241-BX-154, 241-BX-154 Diversion Box	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-BX-155	241-BX-155, 241-BX-155 Diversion Box	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-BX-302B	241-BX-302B, 241-BX-302-B Catch Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-BX-302C	241-BX-302C, 241-BX-302-C Catch Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-C-154	241-C-154, 241-C-154 Diversion Box	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-CX-70	241-CX-70, 241-CX-TK-70 Tank, Strontium Hot Semi-works, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
241-CX-71	241-CX-71, 241-CX-TK-71, 241-CX Neutralization Tank, Strontium Hot Semi-works, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
241-CX-72	241-CX-72, 241-CX-TK-72 Vault and Tank, 241-CX-72 Waste Self Concentrator, Strontium Hot Semi-works, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
241-ER-151	241-ER-151, 241-ER-151 Diversion Box	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-ER-152	241-ER-152, 241-ER-152 Diversion Box	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
241-ER-311	241-ER-311, 241-ER-311 Catch Tank, 241-ER-311A Replacement Tank	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-ER-311A	241-ER-311A, 241-ER-311A Catch Tank, old 241-ER-311, Original 241-ER-311 Catch Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-EW-151	241-EW-151, 241-EW-151 Vent Station Catch Tank, 241-EW-151 Vent Station, Vent Station, 200 Area East-West Vent Station	600	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-SX-302	241-SX-302, 241-SX-302 Catch Tank, SX-304, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-T-361	241-T-361, 241-T-361 Settling Tank, 361-T-TANK, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
241-TX-152	241-TX-152, 241-TX-152 Diversion Box	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-TX-154	241-TX-154, 241-TX-154 Diversion Box	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-TX-155	241-TX-155, 241-TX-155 Diversion Box	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-TX-302B	241-TX-302B, 241-TX-302-B Catch Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-TX-302BR	241-TX-302BR, 241-TX-302BR Catch Tank, 241-TXR-302BR, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-TX-302C	241-TX-302C, 241-TX-302-C Catch Tank	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-U-151	241-U-151, 241-U-151 Diversion Box	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-U-152	241-U-152, 241-U-152 Diversion Box	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-U-361	241-U-361, 241-U-361 Settling Tank, 361-U-TANK, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
241-UX-154	241-UX-154, 241-UX-154 Diversion Box	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-UX-302A	241-UX-302A, 241-U-302 Catch Tank, 241-UX-302 Catch Tank, 241-UX-302	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
241-WR VAULT	241-WR VAULT, 241-WR Vault (Tanks - 001 through -009), 241-WR-01 thru 09, 241-WR Diversion Station Vault, 244-WR Vault, 296-U-6 Stack, IMUST, Inactive Miscellaneous Underground Storage Tank (See Subsites)	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
241-Z	241-Z, 241-Z Treatment and Storage Tanks, 241-Z Tank Farm, 241-Z Treatment and Storage System, 241-Z-D-4, 241-Z-D-5, 241-Z-D-7, 241-Z-D-8, 241-Z Sump, 241-Z Tank Pit	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
241-Z-361	241-Z-361, 241-Z-361 Settling Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
241-Z-8	241-Z-8, 241-Z-TK-8, Silica Slurry Tank, 216-Z-8, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
2607-E12	2607-E12, 2607-E12 Septic System	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
2607-E1A	2607-E1A, 2607-E1A Septic System, L-272 Regional System	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
2607-E3	2607-E3, 2607-E3 Septic Tank and Drainfield, 2607-E3 Septic System, TFS of 218-E-4, Tile Field South of 218-E-4	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-E4	2607-E4, 2607-E4 Septic Tank and Tile Field	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-E5	2607-E5	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-E6	2607-E6, Septic Tank and Tile Field	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
2607-E7A	2607-E7A, 2607-E7	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-E7B	2607-E7B, 2607-E7B Septic System, 2607-E7	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-E8A	2607-E8A, 2607-E8A Regional Septic System	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
2607-E9	2607-E9, 242B/BL Septic Tank and Drain Field, 2607-E9 Septic System	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-EA	2607-EA, 2607-EA Septic Tank and Drywell	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
2607-EC	2607-EC	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
2607-EE	2607-EE, 2607-EE Septic System	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-EL	2607-EL, 2607-EL Septic Tank/Pump Station	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
2607-EM	2607-EM	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
2607-EP	2607-EP	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
2607-EQ	2607-EQ	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
2607-FSM	2607-FSM, 609 Building Septic Tank 2607-FSM, 100 Area Fire Station Septic Tank, 1607-FSM, 6607-FSM	600	C.4.2.26	Turn Over to RCC for Final Disposition
2607-N	2607-N, 212-N Septic Tank and Tile Field	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-P	2607-P, 212-P Septic Tank and Tile Field	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-R	2607-R, 212-R Septic Tank and Tile Field	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-W1	2607-W1	200W	C.4.2.26, C.2.5.2	Complete Remedial Action
2607-W2	2607-W2	200W	C.4.2.26, C.2.5.2	Complete Remedial Action
2607-W3	2607-W3	200W	C.3.4.1	Complete Remedial Action
2607-W4	2607-W4, T Plant Septic Tank and Drain Field	200W	C.3.4.1	Complete Remedial Action
2607-W5	2607-W5, Septic Tank and Drain Field	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-W7	2607-W7, Septic Tank	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2607-W8	2607-W8	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
2607-W9	2607-W9, 2707-SX Septic Tank	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
2607-WA	2607-WA	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
2607-WC	2607-WC, 2607-WC Septic System	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
2607-WL	2607-WL, 2607-WL Septic System	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
2607-WZ	2607-WZ	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
2607-Z	2607-Z	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
2607-Z1	2607-Z1, Septic Tank and Drainfield	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
2704-C-WS-1	2704-C-WS-1, 2704-C French Drain, Gatehouse French Drain	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
270-E-1	270-E-1, 270-E CNT, 270-E Condensate Neutralization Tank, 216-ER-1, IMUST, Inactive Miscellaneous Underground Storage Tank	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
270-W	270-W, 270-W Tank, 270-W Neutralization Tank, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2904-S-160	2904-S-160, 2904-S-160 Control Structure, 2904-S-160 Weir	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2904-S-170	2904-S-170, 2904-S-170 Weir Box, 2904-S-170 Control Structure	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
2904-S-171	2904-S-171, 2904-S-171 Weir Box, 2904-S-171 Control Structure, 216-S-171	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
291-C-1	291-C-1, 291-C-1 Stack, 291-C Stack Burial Trench	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
299-E24-111	299-E24-111, Experimental Test Well Site, Miscellaneous Stream 803	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
300 RLWS	300 RLWS, 300 Area RLWS, 300 Area Radioactive Liquid Waste Sewer	300	C.3.8.1	Turn Over to RCC for Final Disposition
300 RRLWS	300 RRLWS, 300 Area Retired RLWS, 300 Area Retired Radioactive Liquid Waste Sewer System, Crib Waste System, Contaminated Sewer, Intermediate Level Radioactive Liquid Waste System	300	C.3.8.1	Turn Over to RCC for Final Disposition
300-15	300-15, 300 Area Process Sewer System	300	C.3.8.1	Turn Over to RCC for Final Disposition
307 RB	307 RB, 307 Retention Basins	300	C.3.8.1	Turn Over to RCC for Final Disposition
340 COMPLEX	340 COMPLEX, 340 Radioactive Liquid Waste Handling Facility	300	C.3.8.1	Turn Over to RCC for Final Disposition
400 PPSS	400 PPSS, 400 Area Process Pond and Sewer System, 4904 Process Sewer System, 4904 Process Sewer Main, 4608 Percolation Pond, 4608B Control Structure and Process Sewer Sampling Site	400	C.2.3.1.1	Complete Remedial Action
600 CL	600 CL, 600 Area Central Landfill, Central Landfill, Central Waste Landfill, CWL, Solid Waste Landfill, SWL, 671 Facility	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600 NRDWL	600 NRDWL, 600 Area Nonradioactive Dangerous Waste Landfill, NRDW Landfill, Nonradioactive Dangerous Waste Landfill (Central Landfill), NRDWL	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
600 OCL	600 OCL, 600 Area Original Central Landfill, Original CLF	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
600-117	600-117, 300 Area Treated Effluent Disposal Facility (TEDF), 310 Building (See Subsites)	300	C.3.8.1	Turn Over to RCC for Final Disposition
600-146	600-146, Steel Structure on Northwest Side of Gable Mountain	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-187	600-187, West Lake Honey Dump Station	600	C.2.2.3.2	Complete Remedial Action
600-211	600-211, State Approved Land Disposal Site, SALDS, 616A, 616-A	600	C.3.6.1	Complete Remedial Action
600-212	600-212, Relocatable Latrine Facility Holding Tank System	600	C.2.1.1.1.1	Complete Remedial Action
600-214	600-214, 600 Area Purgewater Storage and Treatment Facility, MODU-Tanks, 600-PSTF	600	C.2.5.7	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
600-217	600-217, H-61-H Anti-Aircraft Artillery Site Sewer System	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-218	600-218, H-61-H Anti-Aircraft Artillery Site Dumping Area	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-220	600-220, H-51 Anti-Aircraft Artillery Site Dumping Area	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-222	600-222, H-60 Gun Site	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-226	600-226, Gun Site H-42 Dumping Area	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-227	600-227, H-40 Gun Site Building Foundations	600	C.4.2.26	Complete Remedial Action
600-228	600-228, H-40 Gun Site Dumping Area	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-261	600-261, Standard Gauge Railroad Track, 601 Structures	600	C.4.2.26	Complete Remedial Action
600-262	600-262, West Lake Test Crib	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
600-272	600-272, Petroleum-Contaminated Borehole, Well 699-43-2	600	C.2.5.7	Complete Remedial Action
600-275	600-275, 218-W-14, Igloo Site, Army Ammo Site, Regulated Storage Area	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
600-281	600-281, Scattered Debris South of Army Loop Road	600	C.2.2.3.2	Complete Remedial Action
600-282	600-282, Wood and Coal Debris Piles	600	C.2.2.3.2	Complete Remedial Action
600-36	600-36, Ethel Railroad Siding (Burn Pit)	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-37	600-37, Browns Wells, Johnson's Wells	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
600-38	600-38, Railroad Siding Susie, 600-25, Susie Junction	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-40	600-40, West of West Lake Dumping Area	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-51	600-51, Chemical Dump, Pile of White Powder	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-61	600-61, White Bluffs Substation	600	C.4.2.50	Complete Remedial Action
600-65	600-65, 607 Batch Plant Drum Site	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-66	600-66, 607 Batch Plant Orphan Drums	600	C.4.2.26, C.2.5.2	Complete Remedial Action
600-70	600-70, Solid Waste Management Unit (SWMU) #2 - Miscellaneous Solid Waste	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
600-71	600-71, 607 Batch Plant Burn Pit	600	C.4.2.26, C.2.5.2	Complete Remedial Action
622-R ST	622-R ST, 622-R Septic Tank, 622-R Atmospheric Physics Laboratory Septic Tank	600	C.2.5.2	Complete Remedial Action
628-2	628-2, 100 Area Fire Station Burn Pit	600	C.4.2.26, C.2.5.2	Complete Remedial Action
6607-1	6607-1, H-40 Gun Site Septic Tank	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
6607-16	6607-16, Septic Tank, Project C-018H, ECN-C018H-040	600	C.3.6.1	Complete Remedial Action
6607-2	6607-2, Gun Site H-42 Septic Tank	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
6607-3	6607-3, Anti-Aircraft Artillery Site H-51 Septic Tank	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
6607-5	6607-5, 616 Building Septic System	600	C.3.6.1, C.2.5.2	Complete Remedial Action
6607-9	6607-9, Septic Tank 6607-9 Large On-Site Sewage System, Project W-011H	600	C.4.2.1	Complete Remedial Action
B PLANT FILTER	B PLANT FILTER, B Plant Filter, 221-B-TK-34-2 Decant Filter, Filter F-34-4	200E	C.2.2.3.2	Complete Remedial Action
CTFN 2703-E	CTFN 2703-E, Chemical Tile Field North of 2703-E	200E	C.4.2.26, C.2.5.2	Complete Remedial Action
HSVP	HSVP, Hot Semiworks Valve Pit, 201-C Diversion Box, Semiworks Valve Pit	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
OCSA	OCSA, Old Central Shop Area, Central Shop	600	C.4.2.26, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
	Area			
UPR-100-K-1	UPR-100-K-1, 105-KE Fuel Storage Basin leak, UN-100-K-1	100K	C.2.1.1.1.1	Turn Over to RCC for Final Disposition
UPR-200-E-1	UPR-200-E-1, Waste Line Failure on South Side of 221-B	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-10	UPR-200-E-10, Contaminated Purex Railroad Spur, UN-200-E-10	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-101	UPR-200-E-101, UN-216-E-30, UN-216-E-101, UN-200-E-101, Radioactive Spill Near 242-B Evaporator	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-103	UPR-200-E-103, UN-200-E-103, BCS Line Leak South of R-17 at 221-B	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-11	UPR-200-E-11, Railroad Track Contamination Spread, UN-200-E-11	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-112	UPR-200-E-112, UN-200-E-112, Contaminated Railroad Track from B-Plant to the Burial Ground	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-12	UPR-200-E-12, Contaminated PUREX Railroad Spur, UN-200-E-12	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-143	UPR-200-E-143, Contamination Adjacent to 244-A Lift Station, UN-216-E-43	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-E-144	UPR-200-E-144, Soil Contamination North of 241-B, UN-216-E-44	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-17	UPR-200-E-17, Overflow at 216-A-22, UN-200-E-17	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-19	UPR-200-E-19, Contamination Release at 216-A-6 Sampler, UN-200-E-19	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-2	UPR-200-E-2, UN-200-E-2, Spotty Contamination Around the B and T Plant Stacks	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-20	UPR-200-E-20, Contaminated PUREX Railroad Spur, UN-200-E-20	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-21	UPR-200-E-21, 216-A-6 Overflow, UN-200-E-21	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-28	UPR-200-E-28, Contamination Release Inside the PUREX Exclusion Area, UN-200-E-28	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-29	UPR-200-E-29, 216-A-6 Overflow, UN-200-E-29	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-3	UPR-200-E-3, Line leak from 221-B to 241-BX-154, UN-200-E-3	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-33	UPR-200-E-33, Contaminated PUREX Railroad tracks, UN-200-E-33	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-35	UPR-200-E-35, Buried Contaminated Pipe, UN-218-E-1, 218-E-13	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-37	UPR-200-E-37, Contamination East of Hot Semi-Works, UN-200-E-37, UN-216-E-37	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-39	UPR-200-E-39, Release from 216-A-36B Crib Sampler (295-A), UN-200-E-39	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-42	UPR-200-E-42, 241-AX-151 Release, UN-200-E-42	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-E-43	UPR-200-E-43, Road Contamination near 241-BY Tank Farm, UN-200-E-43	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-44	UPR-200-E-44, UN-200-E-44, BCS Waste Line Leak South of 221-B	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
UPR-200-E-45	UPR-200-E-45, UN-200-E-45, Contamination Spread from the 241-B-154 Diversion Box	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-50	UPR-200-E-50, Soil Contamination at the Overground Equipment Storage Yard, UN-200-E-50	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-52	UPR-200-E-52, UN-200-E-52, Contamination Spread Outside the North Side of 221-B	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-54	UPR-200-E-54, UN-200-E-54, Contamination Outside 225-B Doorway	200E	C.2.2.1.3.1, C.2.5.2	Complete Remedial Action
UPR-200-E-55	UPR-200-E-55, UN-200-E-55, Contamination Spread South of B Plant	200E	C.2.2.1.3.1, C.2.5.2	Complete Remedial Action
UPR-200-E-56	UPR-200-E-56, 216-A-24 Crib Excavation, Excavated Contamination Adjacent to 216-A-24 Crib, UN-200-E-56, UN-216-E-33	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-62	UPR-200-E-62, Transportation spill near 200-E Burning Ground, UN-216-E-62, UN-200-E-62,	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-64	UPR-200-E-64, Radioactive Soil and Ant Hills, UN-200-E-64, UN-216-E-36	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-66	UPR-200-E-66, 216-A-42 Basin Contamination Release, UN-216-E-66, UN-200-E-66	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-69	UPR-200-E-69, UN-216-E-69, Railroad Car Flush Water Radioactive Spill, UN-200-E-69	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-7	UPR-200-E-7, UN-200-E-7, Cave-In Near 216-B-9 (241-B-361 Crib)	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-77	UPR-200-E-77, UN-216-E-5, 241-B-154 Diversion Box Ground Contamination, UN-200-E-77	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-E-78	UPR-200-E-78, UN-216-E-6, 241-BX-155 Diversion Box ground contamination, UN-200-E-78	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-E-79	UPR-200-E-79, UN-216-E-7, 242-B to 207-B Line Break, UN-200-E-79	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-80	UPR-200-E-80, UN-216-E-8, 221-B R-3 Line Break, R-3 Radiation Zone, UN-200-E-80	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-83	UPR-200-E-83, UN-216-E-11, BC Cribs Controlled Area, BC Controlled Area, UN-200-E-83	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-84	UPR-200-E-84, 241-ER-151 Catch Tank Leak, UN-200-E-84, UN-216-E-12	200E	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-E-85	UPR-200-E-85, Line Leak at 221-B Stairwell R-13, UN-216-E-13, UPR-200-E-41, UN-200-E-85, UN-200-E-41	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-87	UPR-200-E-87, UN-216-E-15, 224-B South Side Plutonium Ground Contamination, UN-200-E-87, 216-E-15	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-88	UPR-200-E-88, TC-4 Spur Contaminated Railroad Track, UN-216-E-88, UN-216-E-16, UN-200-E-88. Ground Contamination Around the Western PUREX Railroad Spur	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-89	UPR-200-E-89, UN-216-E-17, UN-200-E-89, Contamination Migration to the North, East & West of BX-BY Tank Farms	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-9	UPR-200-E-9, Liquid Overflow at 216-BY-201, UN-200-E-9	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
UPR-200-E-95	UPR-200-E-95, UN-216-E-23, UN-200-E-95, Ground Contamination Around RR Spur Between 218-E-2A and 218-E-2	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-96	UPR-200-E-96, Ground Contamination SE of PUREX, UN-216-E-24, UN-200-E-96	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-E-98	UPR-200-E-98, UN-216-E-26, Ground Contamination East of C Plant (Hot Semi Works), UN-200-E-98	200E	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-N-1	UPR-200-N-1, Unplanned Release at the 212-R railroad spur	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-N-2	UPR-200-N-2, 200-N-2, Unplanned Release near Well Pumphouse No. 2, Well Pumphouse East of 212-R	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-101	UPR-200-W-101, UN-216-W-9, 221-U Acid Spill R-1 through R-9, UN-200-W-101	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-102	UPR-200-W-102, UN-216-W-12, UN-200-W-102, 224-T Underground Line Leak	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-103	UPR-200-W-103, 216-Z-18 Line Break, UN-216-W-13, UN-200-W-103, Pipe Line Leak	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
UPR-200-W-108	UPR-200-W-108, Line leak at 216-S-9 Crib, UN-216-W-18, UN-200-W-108	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-109	UPR-200-W-109, Waste Line Leak near 218-W-9, UN-216-W-19, UN-200-W-109	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-110	UPR-200-W-110, Contaminated Soil from 216-Z-1, UN-216-W-20 Spoil Trench	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-111	UPR-200-W-111, Sludge Trench at 207-U, UN-216-W-21	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-112	UPR-200-W-112, Sludge Trench at 207-U, UN-216-W-22	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-113	UPR-200-W-113, Soil Contamination East of 241-TX, UN-216-W-23, Contamination Areas Around 241-TX-155 Diversion Box, UN-200-W-113	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-114	UPR-200-W-114, UN-216-W-24, Ground Contamination East of 241-SX Tank Farm, UN-200-W-114	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-116	UPR-200-W-116, UN-216-W-26, Ground Contamination North of 202-S, UN-200-W-116	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-117	UPR-200-W-117, Railroad Track Contamination, 221-U Railroad Cut Contamination, UN-216-W-27, UN-200-W-117	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-118	UPR-200-W-118, Contamination at 211-U, UN-216-W-28, UN-200-W-118	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-124	UPR-200-W-124, Dike Break at the REDOX Pond, UN-200-W-124	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-130	UPR-200-W-130, Line Leak at 231-W-151 Sump, UN-200-W-130	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-131	UPR-200-W-131, Release from 241-TX-155	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-135	UPR-200-W-135, Release from 241-TX-155, UN-200-W-135	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-138	UPR-200-W-138, 221-U Vessel Vent Blower Pit French Drain, UN-216-W-11, UN-200-W-138, UN-200-W-22, UPR-200-W-22	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
UPR-200-W-14	UPR-200-W-14, Waste Line Leak at 242-T Evaporator, UN-200-W-14	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-161	UPR-200-W-161, UN-216-W-35, UN-200-W-161, Large Area east of 241-U Tank Farm	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-162	UPR-200-W-162, Contaminated Area on East Side of 221-U, UN-216-W-37	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-164	UPR-200-W-164, Overhead UNH Line Leak, UN-216-W-29	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-165	UPR-200-W-165, Contamination Area East of 241-S, UN-216-W-30	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-166	UPR-200-W-166, Contamination Migration from 241-T Tank Farm, UN-216-W-31	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-167	UPR-200-W-167, Contamination Migration from 241-TY, UN-216-W-32	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-19	UPR-200-W-19, 241-U-361 Overflow, UN-200-W-19	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-2	UPR-200-W-2, UN-200-W-2, Underground Waste Line Leak	200W	C.3.4.1	Complete Remedial Action
UPR-200-W-23	UPR-200-W-23, Waste Box Fire at 234-5Z, UN-200-W-23	200W	C.2.2.1.2.2	Perform S&M; Complete Remedial Action
UPR-200-W-28	UPR-200-W-28, Release from 241-TX-155 Diversion Box, UN-200-W-28	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-29	UPR-200-W-29, Transfer Line Leak, UN-200-W-29, UPR-200-W-27, UN-200-W-27, UN-216-W-5, 23rd and Camden Line Break	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-3	UPR-200-W-3, Railroad Contamination, UN-200-W-3	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-32	UPR-200-W-32, UNH Transfer Line Break, UN-200-W-32	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-33	UPR-200-W-33, Ground Contamination at 224-U, UN-200-W-33	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-35	UPR-200-W-35, Ground Contamination Near UNH Process Line, UN-200-W-35, REDOX to 224-U UNH Line Leak	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-36	UPR-200-W-36, Groundwater Contamination at 216-S-1 and 216-S-2	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-39	UPR-200-W-39, UN-200-W-39, 224-U Buried Contamination Trench	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-4	UPR-200-W-4, Railroad Contamination, UN-200-W-4	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-41	UPR-200-W-41, Railroad Contamination, UN-200-W-41, REDOX Railroad Cut Contamination	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-43	UPR-200-W-43, Contaminated Blacktop East of 233-S, UN-200-W-43	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-44	UPR-200-W-44, Railroad Track Contamination, UN-200-W-44	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-46	UPR-200-W-46, Contaminated Railroad Track, H-2 Centrifuge Burial, UN-200-W-46	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-48	UPR-200-W-48, Contaminated Railroad Track near 221-U, UN-200-W-48	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-5	UPR-200-W-5, Overflow at 241-TX-155, UN-200-W-5	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
UPR-200-W-51	UPR-200-W-51, Release from 241-S Diversion Box, UN-200-W-51, UPR-200-W-52	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-55	UPR-200-W-55, Uranium Powder Spill at 224-U, UN-200-W-55	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-56	UPR-200-W-56, Contamination at the REDOX Column Carrier Trench, UN-200-W-56	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-57	UPR-200-W-57, UPR-200-E-120 (error in area number assignment), UN-200-W-57, 233-S Fire	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-58	UPR-200-W-58, Railroad Track Contamination, UN-200-W-58	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-6	UPR-200-W-6, UN-200-W-6, Contamination Spread from 241-U-151 and 241-U-152 Diversion Boxes	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-60	UPR-200-W-60, Railroad Contamination, UN-200-W-60	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-61	UPR-200-W-61, REDOX Ground Contamination, UN-200-W-61	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-63	UPR-200-W-63, Road Contamination along the South Shoulder of 23rd Street, UN-200-W-63	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-64	UPR-200-W-64, Road Contamination at 23rd and Camden, UN-200-W-64	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-65	UPR-200-W-65, Contamination in the T Plant Railroad Cut, UN-200-W-65	200W	C.3.4.1	Complete Remedial Action
UPR-200-W-67	UPR-200-W-67, Contamination near 2706-T, UN-200-W-67	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-69	UPR-200-W-69, Railroad Contamination, UN-200-W-69	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-70	UPR-200-W-70, Contamination Found at the 200 West Burning Ground East of Beloit Ave.	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-71	UPR-200-W-71, UN-200-W-71, Contamination Spread along 16th Street	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-73	UPR-200-W-73, Contaminated Railroad Track at 221-T, UN-200-W-73	200W	C.3.4.1	Complete Remedial Action
UPR-200-W-78	UPR-200-W-78, UO3 Powder Spill at 224-U, UN-200-W-78	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-8	UPR-200-W-8, UN-200-W-8, 200-W-5, Old Burial/Burning Pit, U-Plant Burning Pit/Burial Ground	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-96	UPR-200-W-96, UN-216-W-4, 233-S Floor Overflow, 233-SA Floor Overflow	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-200-W-97	UPR-200-W-97, Transfer Line Leak, UN-216-W-5, UN-200-W-97	200W	C.2.5.2	Remedial Action will be completed by Tank Farm Contractor
UPR-200-W-98	UPR-200-W-98, UN-216-W-6, 221-T Waste Line Break at R-19, UN-200-W-98	200W	C.3.4.1	Complete Remedial Action
UPR-200-W-99	UPR-200-W-99, UN-216-W-7, 241-153-TX Diversion Box Contamination Spread, UN-200-W-99	200W	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-300-1	UPR-300-1, 316-1A, 307-340 Waste Line Leak, UN-300-1	300	C.3.8.1	Turn Over to RCC for Final Disposition
UPR-300-11	UPR-300-11, Underground Radioactive Liquid Line Leak, UN-300-11	300	C.3.8.1	Turn Over to RCC for Final Disposition

TABLE E-3 - WASTE SITES

Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
UPR-300-2	UPR-300-2, Releases at the 340 Facility, UN-300-2, UN-316-2	300	C.3.8.1	Turn Over to RCC for Final Disposition
UPR-600-12	UPR-600-12, UN-600-12, UNH Spill to Route 4S	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action
UPR-600-21	UPR-600-21, Contamination found Northeast of 200 East Area, UN-216-E-31	600	C.2.2.3.2, C.2.5.2	Complete Remedial Action

TABLE E-4 – WASTE SITES TO BE DISPOSITIONED THROUGH FACILITY D&D			
Waste Site ID	Title	Area	Associated Structure(s)
200 ETF	200 ETF, 200 Area Effluent Treatment Facility (ETF), 2025-E	200E	2025E, 2025EA, 2025EC, 2025EC71
200-E-137	200-E-137, 291-B Exhaust Stack, 291-B-1	200E	291B001
200-E-138	200-E-138, 296-B-1 Exhaust Stack, 291-B Replacement Stack, Canyon Exhaust System, Canyon Ventilation Upgrade	200E	296B001
200-E-16	200-E-16, B Plant Waste Concentrator, Low Level Waste Concentrator, Single-Stage Thermal Siphon Reboiler	200E	221B
200-E-30	200-E-30, 291-B Sand Filter, 221-B Stack Sand Filter	200E	291B
200-W-36	200-W-36, TK-SQ-143, EP 211-143	200W	211T
200-W-40	200-W-40, 292-T, Emission Control Lab, Stack Gas Sampling Building	200W	292T
200-W-43	200-W-43, 291-S Stack Sand Filter	200W	291S
200-W-44	200-W-44, 291-U Stack Sand Filter	200W	291U
200-W-45	200-W-45, 291-T Sand Filter, T Plant Stack Sand Filter	200W	291T
201-C	201-C, 201-C Process Building	200E	201C
202-A NU	202-A NU, 202-A Neutralization Unit, Elementary Neutralization Unit/202-A Building, PUREX	200E	202A
202-A-E5	202-A-E5, 202-A-TK-E5, PUREX Tank E5	200E	202A
202-A-E-F11	202-A-E-F11, 202-A-TK-E-F11, PUREX Tank E-F11	200E	202A
202-A-F15	202-A-F15, 202-A-TK-F15, PUREX Tank F-15	200E	202A
202-A-F16	202-A-F16, 202-A-TK-F16, PUREX Tank F16	200E	202A
202-A-F18	202-A-F18, 202-A-TK-F18, PUREX Tank F18	200E	202A
202-A-G7	202-A-G7, 202-A-TK-G7, PUREX Tank G7	200E	202A
202-A-U3	202-A-U3, 202-A-TK-U3, PUREX Tank U3	200E	202A
202-A-U4	202-A-U4, 202-A-TK-U4, PUREX Tank U4	200E	202A
202-S	202-S, 202-S REDOX, S Plant (See Subsites)	200W	202S
205-A	205-A, 205-A Silica Gel Facility	200E	205A
207-U	207-U, 207-U Retention Basin	200W	207U
207-Z	207-Z, 207-Z Retention Basin, 241-Z Retention Basin, 241-Z-RB	200W	241ZRB
211-A NU	211-A NU, 211-A Neutralization Unit, Elementary Neutralization Unit/211-A Building, PUREX	200E	211A
212-N	212-N, 212-N Building, Metal and Fuel Storage Basin Facility, 212-N Fissile Storage Facility	600	212N
212-P	212-P, 212-P Building PCB Storage Facility, 212-P Storage Facility	600	212P
212-R	212-R, 212-R Storage Facility	600	212R
215-C	215-C, 215-C Gas Preparation Building	200E	215C
217-B NU	217-B NU, 217-B Neutralization Unit, Elementary Neutralization Unit/217-B Building	200E	217B
218-E-14	218-E-14, PUREX Tunnel No. 1, PUREX Storage Tunnel	200E	218E14
218-E-15	218-E-15, PUREX Tunnel No. 2, PUREX Storage Tunnel	200E	218E15
221-B SDT	221-B SDT, 221-B Settle and Decant Tank, B Plant Settle and Decant Tank, 221-B-8-1 and 221-B-8-2, 221-B-TK-8-1 and 221-B-TK-8-2	200E	221B
221-B-26-1	221-B-26-1, 221-B-TK-26-1, B Plant Radioactive Organic Waste Solvent Tank 1	200E	221B
221-B-27-2	221-B-27-2, 221-B-TK-27-2, 221-B Tank 27-2	200E	221B
221-B-27-3	221-B-27-3, 221-B-TK-27-3, B Plant Radioactive Organic Waste Solvent Tank 2	200E	221B
221-B-27-4	221-B-27-4, 221-B-TK-27-4, B Plant Radioactive Organic Waste Solvent Tank 3	200E	221B

TABLE E-4 – WASTE SITES TO BE DISPOSITIONED THROUGH FACILITY D&D			
Waste Site ID	Title	Area	Associated Structure(s)
221-B-28-3	221-B-28-3, 221-B-TK-28-3, B Plant Radioactive Organic Waste Solvent Tank 4	200E	221B
221-B-28-4	221-B-28-4, 221-B-TK-28-4, B Plant Radioactive Organic Waste Solvent Tank 5	200E	221B
221-B-29-4	221-B-29-4, 221-B-TK-29-4, B Plant Radioactive Organic Waste Storage Tank #7, 221-B TK-29-4	200E	221B
221-B-30-3	221-B-30-3, 221-B-TK-30-3, B Plant Radioactive Organic Waste Solvent Tank #6, 221-B TK-30-3	200E	221B
221-T-11-R	221-T-11-R, 221-T-TK-11-R, Tank 11-R 221-T System, T Plant Complex	200W	221T
221-T-15-1	221-T-15-1, 221-T-TK-15-1, Tank 15-1 221-T System, T Plant Complex	200W	221T
221-T-5-6	221-T-5-6, 221-T-TK-5-6, Tank 5-6 221-T System, T Plant Complex	200W	221T
221-T-5-7	221-T-5-7, 221-T-TK-5-7, Tank 5-7 221-T System, T Plant Complex	200W	221T
221-T-5-9	221-T-5-9, 221-T-TK-5-9, Tank 5-9 221-T System, T Plant Complex	200W	221T
221-T-6-1	221-T-6-1, 221-T-TK-6-1, Tank 6-1 221-T System, T Plant Complex	200W	221T
221-U	221-U, 221-U Canyon Building, 221-U Building, U Plant (See Subsites)	200W	221U
224-B	224-B, 224-B Concentration Facility	200E	224B
224-T	224-T, 224-T Canyon	200W	224T
224-U CNT	224-U CNT, 224-U Condensate Neutralization Tank, 224-U Process Condensate Neutralization Tank, Process Condensate Elementary Neutralization Unit, Tank TK-C-5, 224-U-TK-C-5	200W	224U
233-S	233-S, 233-S Plutonium Concentration Facility	200W	233S
233-SA	233-SA, 233-SA Exhaust Filter Building	200W	233SA
242-B	242-B, 242-B Evaporator	200E	242B
2711-S	2711-S, 2711-S Stack Monitoring Building	200W	2711S
2718-S	2718-S, 2718-S Sand Filter Monitor, 2718-S Sand Filter Sampler, 2718-S Filter Monitoring Building	200W	2718S
271-U	271-U, 271-U Office Building, 271-U Building	200W	271U
276-S	276-S, 276-S Solvent Handling Facility, 276-S Solvent Facility	200W	276S
276-S-141	276-S-141, 276-S-TK-141, 276-S-306A, 276-S-141 Solvent Storage Tank, Tank 276-141, Hexone Storage Tank, 244-SX-15, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	276S
276-S-142	276-S-142, 276-S-TK-142, 276-S-306B, 276-S-142 Solvent Storage Tank, Tank 276-142, Hexone Storage Tank, 244-SX-15, IMUST, Inactive Miscellaneous Underground Storage Tank	200W	276S
276-U	276-U, 276-U Solvent Handling Facility, 276-U Solvent Facility, 276-U Solvent Recovery Facility	200W	276U
2904-SA	2904-SA, 2904-SA Cooling Water Sampler Building, 2904-SA Sample Building	200W	2904SA
291-C	291-C, 291-C Filter/Fan House, 291-C Fan and Filter Building, 201-C Air Tunnel	200E	202S
291-S	291-S, 291-S Fan Control Building, 291-S Fan House, 291-S Fan and Filter Building	200W	291S
291-S-1	291-S-1, 291-S-1 Stack, REDOX Process and Canyon Exhaust	200W	291S001
291-U	291-U, 291-U Fan Control House	200W	291U

TABLE E-4 – WASTE SITES TO BE DISPOSITIONED THROUGH FACILITY D&D

Waste Site ID	Title	Area	Associated Structure(s)
291-U-1	291-U-1, 291-U-1 Stack, 291-U Stack	200W	291U001
292-S	292-S, 292-S Fan and Filter Building	200W	292S
293-S	293-S, 293-S Offgas Treatment Facility, 293-S Off Gas Treatment, 293-S Off-Gas Treatment and Recovery	200W	293S
296-S-7	296-S-7, 296-S-7E, 296-S-7W, REDOX Product Building (233-S) Ventilation, Dual Stacks, 296-S-7 East and West Stacks	200W	296S007
296-U-10	296-U-10, 296-U-10 Stack	200W	271U
437 MASF	437 MASF, 400 Area Maintenance and Storage Facility, 437 Maintenance and Storage Facility (See Subsites)	400	437
RMWSF	RMWSF, Radioactive Mixed Waste Storage Facility, Hanford Central Waste Complex, 2401W, 2402W, 2402WB, 2402WC, 2402WD, 2402WE, 2402WF, 2402WG, 2402WH, 2402WI, 2402WJ, 2402WK, 2402WL, 2403WA, 2403WB, 2403WC, 2403WD, 2404WA, 2404WB, 2404WC	200W	2120WA, 2120WB, 2401W, 2402W, 2402WB, 2402WC, 2402WD, 2402WE, 2402WF, 2402WG, 2402WH, 2402WI, 2402WJ, 2402WK, 2402WL, 2403WA, 2403WB, 2403WC, 2403WD, 2404WA, 2404WB, 2404WC, 2420W, 2727W
TRUSAF	TRUSAF, 224-T TRUSAF, Transuranic Assay Facility	200W	224T
WESF	WESF, Waste Encapsulation and Storage Facility, 225-B (See Subsites)	200E	211BA, 218B, 225B, 225BA, 225BB, 225BC, 225BD, 225BE, 225BF, 225BG, 272B, 272BA, 272BB, 282B, 282BA, 294B
WRAP	WRAP, Waste Receiving and Processing Facility	200W	2336W, 2620W, 2740W
200-E-136	200-E-136, 202-A TSD, PUREX	200E	202A

TABLE E-5 - CLOSED WASTE SITES WITH POST CLOSURE ACTIVITIES				
Waste Site ID	Title	Area	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
116-H-6	116-H-6, 183-H Solar Evaporation Basins	100H	Perform Groundwater Monitoring	Perform Groundwater Monitoring
316-5	316-5, 3904 Process Waste Trenches, 300 Area Process Trenches, 300 APT	300	Perform Groundwater Monitoring	Perform Groundwater Monitoring
HRD	HRD, Horn Rapids Disposal, ITT Waste Disposal Landfill, Horn Rapid Landfill (HRL), Gravel Pit 4, Gravel Pit 5	600	Perform Groundwater Monitoring, Maintain Access Control	Perform Groundwater Monitoring, Maintain Access Control

TABLE E-6 – GROUNDWATER OPERABLE UNITS

Operable Unit ID	Title	Applicable SOW Sections For Contract Period Scope	Remaining Scope Beyond FY08
100-BC-5	100-BC-5 OU	C.2.5.1	Complete Remedial Action
100-FR-3	100-FR-3 OU	C.2.5.1	Complete Remedial Action
100-HR-3	100-HR-3 OU	C.2.5.1, C.2.5.7	Complete Remedial Action
100-KR-4	100-KR-4 OU	C.2.5.1, C.2.5.7	Complete Remedial Action
100-NR-2	100-NR-2 OU	C.2.5.1, C.2.5.7	Complete Remedial Action
200-BP-5	200-BP-5 OU	C.2.6.1, C.2.5.1	Complete Remedial Action
200-PO-1	200-PO-1 OU	C.2.6.1, C.2.5.1	Complete Remedial Action
200-UP-1	200-UP-1 OU	C.2.6.1, C.2.5.7, C.2.5.1	Complete Remedial Action
200-ZP-1	200-ZP-1 OU	C.2.6.1, C.2.5.7, C.2.5.1	Complete Remedial Action
300-FF-5	300-FF-5 OU	C.2.6.1, C.2.5.1	Complete Remedial Action

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

SECTION J

APPENDIX F

CONTRACT PERIOD TPA MILESTONE LIST

TABLE F-1 CONTRACT PERIOD TPA MILESTONE LIST

Milestone Number	Milestone Title	Due Date	SOW Section
M-015-44B	Submit 200-MW-1 OU Feasibility Study And Proposed Plan	4/30/2007	C.2.4.1
M-015-45B	Submit Pu/Organic Rich OU Feasibility Study And Proposed Plan	9/30/2007	C.2.4.1
M-015-46B	Submit 200 Area Chemical Laboratory Waste OUs Feasibility Study	11/30/2006	C.2.4.1
M-015-48B	Submit Draft A 200-ZP-1 CERCLA Feasibility Study/Proposed Plan	5/31/2007	C.2.4.1
M-016-14A	Complete construction of a 300 foot permeable reactive barrier for 100-NR-2.	12/31/2006	C.2.5.4
M-024-57M	DOE Shall Install A Cumulative Of 75 Wells By 12/31/2007	12/31/2007	C.2.5.2
M-026-01Q	Submit An Annual Hanford Land Disposal Restrictions Report	4/30/2007	C.3.11.1
M-026-01R	Submit An Annual Hanford Land Disposal Restrictions Report	4/30/2008	C.3.11.1
M-034-34	Complete Removal Of K East Sludge	5/31/2007	C.2.1.1.1.5
M-034-35A	All K West Bulk Sludge is Placed in Containers	7/31/2007	C.2.1.1.1.5
M-034-35B	Containerize KW Sludge - Complete Final Pass Cleanup	1/31/2008	C.2.1.1.1.5
M-081-10-T01	Submit Final Sodium Disposition Evaluation Report	7/31/2007	C.2.3.1.2
M-091-03D	Submit Revision Of TRUM And MLLW PMP To Ecology	12/28/2006	C.3.4.3
M-091-05-T01	Submit TRU/TRUM Facility ES/FDC To Ecology	12/31/2007	C.3.4.3
M-091-12	Complete Thermal Treatment Of 360 Cubic Meters Of CH-MLLW	11/16/2007	C.3.11.1
M-091-40D	Retrieve CH-RSW 4700 Cubic Meters (Cumulative)	12/31/2006	C.3.9.3
M-091-40E	Retrieve CH-RSW 7200 Cubic Meters (Cumulative)	12/31/2007	C.3.9.3
M-091-40L	Submit Quarterly Burial Ground Vent/Substrate Sampling Results		C.2.5.5
M-091-40L-012	Submit Jul-Sep 4th Qtr FY06 Burial Ground Sample Results	12/15/2006	C.2.5.5
M-091-40L-013	Submit Oct-Dec 1st Qtr FY07 Burial Ground Sample Results	3/15/2007	C.2.5.5
M-091-40L-014	Submit Jan-Mar 2nd Qtr FY07 Burial Ground Sample Results	6/15/2007	C.2.5.5
M-091-40L-015	Submit Apr-Jun 3rd Qtr FY07 Burial Ground Sample Results	9/15/2007	C.2.5.5
M-091-40L-016	Submit Jul-Sep 4th Qtr FY07 Burial Ground Sample Results	12/15/2007	C.2.5.5
M-091-40L-017	Submit Oct-Dec 1st Qtr FY08 Burial Ground Sample Results	3/15/2008	C.2.5.5
M-091-40L-018	Submit Jan-Mar 2nd Qtr FY08 Burial Ground Sample Results	6/15/2008	C.2.5.5
M-091-40L-019	Submit Apr-Jun 3rd Qtr FY08 Burial Ground Sample Results	9/15/2008	C.2.5.5
M-091-40L-020	Submit Jul-Sep 4th Qtr FY08 Burial Ground Sample Results	12/15/2008	C.2.5.5
M-091-40R	Complete Retrieval Of Trench 4	12/31/2006	C.3.9.3
M-091-42C	Treat 4890 Cubic Meters CH-MLLW (Cumulative)	12/31/2006	C.3.11.1

Milestone Number	Milestone Title	Due Date	SOW Section
M-091-43B	Begin Treating RH MLLW & Boxes & Large Containers of CH MLLW	6/30/2008	C.3.11.1
M-091-45D	Submit Report For RH Waste & Boxes Of RH/CH Waste	9/30/2007	C.3.4.3
M-091-45E	Submit Report For RH Waste & Boxes Of RH/CH Waste	9/30/2008	C.3.4.3
M-092-05	Include Cs/Sr Treatment &/Or Repackaging Parameters In DOE RFP	6/30/2007	C.2.2.1.3.2
M-092-10	Submit Hanford Site Sodium Disposition Evaluation Report	7/31/2007	C.2.3.1.2
M-016-14B	Submit a draft CERCLA Proposed Plan for 100-NR-2	3/31/2008	C.2.4.1
M-034-32	Complete Removal of the K East Basin Structure	3/31/2007	C.2.1.1.1.6
M-091-15	Complete Facilities/Initiate Treatment Of RH/CH-MLLW	6/30/2008	C.3.4.3
M-091-42D	Treat 6520 Cubic Meters CH-MLLW (Cumulative)	12/31/2007	C.3.11.1
M-091-42E	Treat 8150 Cubic Meters CH-MLLW (Cumulative)	12/31/2008	C.3.11.1
M-091-42I, J, K	Treat CH TRUM per schedule identified in milestone	12/31/2006-08	C.3.3.2
M-015-00/00C	Complete The RI/FS (Or RFI/CMS) Process For All Operable Units	12/31/2008	C.2.4.1
M-020-00B	Submit Closure/Post-Closure Plans For 216 & 241 Areas	12/31/2008	C.2.4.1
M-020-54	Submit 241-CX Tank System Closure/Postclosure Plan	12/31/2008	C.2.4.1
M-024-57P	DOE Shall Install A Cumulative Of 90 Wells By 12/31/2008	12/31/2008	C.2.5.2
M-026-07	Evaluation of Tritium Treatment Technology to EPA & Ecology	3/31/2009	C.3.6.1
M-034-30	Initiate Sludge Treatment	12/31/2008	C.2.1.1.1.8
M-034-31	Complete Sludge Treatment	11/30/2009	C.2.1.1.1.8
M-091-40F	Retrieve CH-RSW 9700 Cubic Meters (Cumulative)	12/31/2008	C.3.9.3

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

SECTION J

APPENDIX G

**GUIDANCE FOR
PREPARATION OF DIVERSITY PLAN**

The purpose of this Guidance is to assist the Contractor in understanding the information being sought by the Department for each of the Diversity elements and where these issues may already be addressed in a contract package. To the extent these issues are already addressed in a contract, the Contractor need only summarize or cross reference the parts of the Plan already developed elsewhere in the contract. The Contractor shall submit to DOE an updated Diversity Plan each January.

Work Force

This contract includes certain provisions on Equal Opportunity and Affirmative Action. These provisions are found in clauses contained in Section I, entitled, FAR 52.222-26 Equal Opportunity (FEB 1999), FAR 52-222-27 Affirmative Action Compliance Requirements For Construction (FEB 1999), FAR 52.222-35 Affirmative Action For Special Disabled Veterans And Veterans Of The Vietnam Era (APR 1998, FAR 52.222-36 Affirmative Action For Workers With Disabilities (JUN 1998), and FAR 52.222-37 Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (JAN 1999), and regulatory guidance is found at FAR Part 22 (48 CFR Part 22). The Contractor should discuss its policies and plans for implementation of these provisions in its operations. If the Contractor already has procedures in place, these should be discussed and copies of any policies provided.

Educational Outreach

The Contractor should outline or discuss any programs already provided, or which it intends to provide, which will provide employees an opportunity to improve their employment skills and opportunities. These programs may already be discussed in the offer submitted under this RFP or in the executed contract and could include: educational assistance allowances, provision for outside training programs either during or outside regular work hours, and executive training programs for non-executive employees. The Contractor should also discuss any plans to participate in any programs supporting Historically Black Colleges and Universities.

Employee training and educational opportunities may also be subject to collective bargaining agreements at the site. If that is the case, it is not the Department's intent that the Contractor develop an independent structure for employee training and educational opportunities. In preparation of its Diversity Plan, the Contractor should outline the requirements already placed on it under existing bargaining agreements, discuss any proposals for changes to be raised at any

future bargaining sessions, and discuss any educational or training programs which it operates, or will operate, independently of those provided by the unions.

Community Involvement and Outreach

An offer submitted under a RFP or contained in the executed contract may include a section already dealing with community involvement and outreach activities. In that event, those sections may be cross-referenced and do not need to be repeated. Contractor community relations activities could include support for the following activities: support for science, mathematics and engineering education; support for community service organizations; assistance to governmental and community service organizations and for equal opportunity activities; and community assistance in connection with work force reduction plans. The Contractor may provide support to these activities through direct sponsorship or making individual employees available to work with the specific community activity. Depending upon the terms negotiated between the Department and the Contractor, some of these costs may be reimbursable. The Contractor's Diversity Plan should discuss the Contractor's existing and planned activities promoting community involvement of its employees as well as the corporation.

Subcontracting

The RFP or finalized contract action will contain FAR 52.219-9 "Small Business Subcontracting Plan" (OCT 1999) and other small business related clauses. (see Section I, Clauses entitled, FAR 52.219-8 Utilization Of Small Business Concerns (OCT 1999), FAR 52.219-9 Small Business Subcontracting Plan (OCT 1999), FAR 52.219-10 Incentive Subcontracting Program (JAN 1999), and FAR 52.219-16 Liquidated Damages--Subcontracting Plan (JAN 1999). Additionally, the RFP contains additional guidance in an Appendix entitled "Small Business Subcontracting Plan" (see Section J, Appendix I). If the Contractor has already met the requirements under the contract clause entitled, "Small Business Subcontracting Plan," and the referenced Appendix, this information should be briefly summarized and/or provided as an attachment to the Diversity Plan. If the Contractor is participating, or plans to participate, in the Department's Mentor Protégé Program, this involvement, or planned involvement, should be summarized or discussed. Information concerning its subcontracting plans already developed and submitted by the Contractor does not need to be redeveloped or renegotiated by the Contractor.

Economic Development (Including Technology Transfer)

Many of the Department's contract actions include Technology Transfer provisions which may be found in the H Section, Special Contract provisions, or among the patent and intellectual property clauses of Section I, Standard Clauses. Planning or activities developed under the Technology Transfer clause may apply to this element of the Contractor's Diversity Plan. Additionally, some of the subcontracting activities planned by the Contractor with small business or small disadvantaged businesses may be entered into for the purpose of assisting the economic development of or transferring technology to such a business. The Contractor's Diversity Plan should outline and discuss its planned activities promoting economic diversification of the local community.

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

SECTION J

APPENDIX H

(RESERVED)

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

SECTION J

APPENDIX I

**SMALL, SMALL HUBZONE, SMALL DISADVANTAGED AND WOMAN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN FOR FY 2007**

FH advises that meeting the DOE-HQ goals would be challenging and could require significant changes in the contracting arrangements we currently have in place. FH is currently working to meet the FY 2006 subcontracting plan as agreed with RL and included herein. The FY 2007 subcontracting plan will be prepared to establish FY 2007 goals, as negotiated with RL, and submitted in accordance with FAR 52.219-9 by September 30, 2006.

**SMALL, SMALL HUBZONE, SMALL DISADVANTAGED AND WOMAN-OWNED
SMALL BUSINESS SUBCONTRACTING
PLAN FOR FISCAL YEAR 2006
Revised September 2005**

SUBCONTRACTING PLAN

1. Address: Name of Prime Contractor:
Fluor Hanford, Inc.
Post Office Box 1000, MSIN H7-10
Richland, Washington 99352
2. Contract of Solicitation No.: DE-AC06-96RL13200
- Total Amount of Contract: \$7.88 Billion
Period of Performance: October 1, 1996 through September 30, 2006
Place of Performance: Richland, WA

Description of Contract Requirements: Fluor Hanford, Inc. (FH) shall provide all materials, supplies, services and transportation necessary to perform the Statement of Work (SOW) as Management Contractor for DOE, Richland Operations Office.

Items 3 through 7 are based on fiscal year (FY) 2006 dollars only. The 30% is based on \$600 million of FH estimated cost for FY 2006.

3. Total amount of planned subcontracting: \$180,000,000
- Percentage of total amount of contract: 30%
4. Total planned for subcontracting to Small Business (Small Business) (Including item 5, 6, 7, 8 and 9 below): \$54,000,000
- Percentage of total amount of planned subcontracting: 30%
5. Total planned for subcontracting to Small Disadvantaged Business (part of item 4): \$9,000,000
- Percentage of total amount of planned subcontracting: (part of item 4) 5.0%
6. Total planned for subcontracting to HUBZone Small Business (part of item 4): \$2,700,000
- Percentage of total amount of planned Subcontracting: (part of item 4) 1.5%
7. Total planned for subcontracting to Woman-Owned Small Business (part of item 4): \$10,800,000
- Percentage of total amount of planned subcontracting: (part of item 4) 6.0%
8. Total planned for subcontracting to Disabled Veteran Small Business (part of item 4): \$180,000

Percentage of total amount of planned subcontracting: (part of item 4) 0.1%

9. Total planned for subcontracting to Veteran-Owned Small Business (part of item 4) \$1,800,000

Percentage of total amount of planned Subcontracting: (part of item 4) 1.0%

10. Items to be subcontracted under this contract and the types of businesses supplying them are: (Check all that apply)

Subcontracting Items	Large Business	SB	SDB	HUBZone	Veteran-Owned	Disabled Veteran	WOSB
Office Supplies/Equipment & Safety		X	X	X			X
Subcontracted Labor Services	X	X	X	X	X	X	X
D&D Services	X	X	X		X		X
Fuels		X	X				
Maintenance Repair Operation Equipment & Supplies		X	X	X			X
Real Estate	X	X					
Construction		X	X	X	X		X
IRM Services	X	X	X	X	X		X
Drums		X					
K-Basin Cleanup	X	X		X	X		
PFP Plutonium Cleanup	X	X			X		
Waste Management	X	X	X		X		
Miscellaneous Services	X	X	X		X		X

11. FH's FY 2006 subcontracting goals for Small, Small Disadvantaged, Small HUBZone, Woman-Owned Small Business, Disabled Veteran, and Veteran-Owned concerns were developed based on current funding

guidance from the U.S. Department of Energy, Richland Operations Office (RL) for expected FY 2006 funding, and on historical data from FH's accomplishments for FY 2005.

12. In addition, the following circumstances were considered:

- Due to an increase in self-performed work, FH anticipates a lower amount of dollars available for subcontracting in FY 2006.
- FH believes these small business goals are very aggressive particularly in the area of HUBZone and Disabled Veteran, and Veteran-Owned Small Businesses, where sources who can meet SOW technical requirements have proven difficult to find.
- Almost half (~ \$87M) of the total estimated FY 2006 subcontracting dollars (\$180M) are already committed primarily to large businesses for multi-year agreements or significant, complex scopes of work requiring large business resources.
- Therefore, to meet the 30% goal, we will have to subcontract nearly 60% of the dollars to small businesses.

13. FH uses the following resources to identify potential vendors for solicitation purposes:

- Existing company source lists, including the Fluor Corporate database
- Small Business Administration regional and Headquarters database,
- Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Woman-Owned Small Business trade associations; and networking with the small business community
- Trade Fairs; conferences/conventions; and workshops
- The five local Chambers of Commerce, and TRIDEC
- In addition, in FY 2006, FH is holding routine conference calls with RL and our Small Business Administration point of contact to further enhance our efforts to identify potential small business sources.

14. Indirect costs are () are not (X) included in the above goals (*check one*).

15. The following individual will administer the subcontracting program:

Name: Susan D. Stein
Title: Small Business Advocate, Supplier Advocacy Office
Address: P.O. Box 1000, MSIN H7-10
Richland, Washington 99352
Telephone: (509) 376-6353

This individual's specific duties as they relate to the firm's subcontracting program are as follows:

- a. Ensuring, in FH's acquisition of goods and services, that Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Women-Owned Small Businesses are provided the maximum opportunity practicable to compete for subcontracted work and purchased materials.
- b. Ensuring the establishment and maintenance of records of the total dollar value of solicitations and awards to Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Women-Owned Small Businesses, large business and total solicitations and awards.
- c. Reviewing and approving FH subcontractor small business plans to ensure goals are established in accordance with expected subcontracting opportunities.
- d. Preparing and submitting semi-annual reports (SF294s/SF295s) on direct procurements to the RL contracting officer. Reviewing submittals by subcontractors to ensure accuracy and completeness.

- e. Developing and maintaining source files of Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned and Women-Owned Small Businesses for use by FH in preparing bidders lists for solicitations of direct and indirect goods and services.
 - f. Participating or ensuring participation of company representatives in Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Women-Owned Small Business trade associations, seminars, and business opportunity workshops and outreach programs.
 - g. Conducting or arranging for conduct of instructional and motivational workshops for procurement and contracts personnel and others in the duties and methods of enhancing the participation of Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Women-Owned Small Business firms in Project Hanford's acquisitions.
 - h. Coordinating project activities during conduct of compliance reviews by federal agencies.
 - i. Cooperating in any studies or surveys or submission of reports (in addition to those in Item C, above) as may be required by the Department of Energy or the Small Business Administration.
 - j. Establishing and maintaining adequate records of the above activities to document compliance with this subcontracting plan.
 - k. Assisting in implementing a procurement system, which uses the information highway to expand access by Small, Small Disadvantaged, Veteran-Owned, and Women-Owned Small Businesses to the procurement process.
 - l. Sharing small business information, sources and opportunities with other Hanford Contractors to maximize exposure and opportunity of small businesses.
 - m. Sharing small business information with Fluor Corporation through Fluor's Supplier and Contractor On-Line Registry E-Version (SCORE) corporate-wide small business database system.
16. The following provides an overview of FH's FY 2005 efforts to assure that Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Woman-Owned Small Businesses have visibility of FH work to be subcontracted and an equitable opportunity to compete for subcontracts.
- a. The FH Small Business Advocate and other representatives have attended 15 Small Business outreach conference and matchmaking events to date throughout the U.S. to meet with Small Business representatives and share subcontracting opportunities.
 - b. FH has provided financial as well as physical commitments to 10 Small Business outreach events. FH has published quarterly ads in the two local business papers, as well as being listed as sponsor of Small Business events in other communities within the state of Washington.
 - c. FH has nominated six Small Businesses with whom FH has subcontracts for awards, and two of these Small Businesses have won. Blue Star, a Small Disadvantaged Woman-Owned 8a Certified Business, won the Eastern Washington Small Business Advocate Small Business of the Year award. Monarch, a Small HUBZone business, won the Manufacturer of the Year Award. FH has nominated a local Woman-owned Small Business for the Manufacturer of the year award which is to be announced at the TRIDEC Manufacturer of the Year lunch on October 20, 2005, in Kennewick Washington.
 - d. FH has requested, and in March 2005 received, DOE approval of it's mentor-protégé agreement with Randolph Construction, a Small Woman-Owned, 8a Certified construction firm, that has utilized this opportunity to do work for FH at Hanford to grow and develop their business. Also as a result of this mentor-protégé agreement, Fluor Corporation has included Randolph in several of their proposals on both commercial and other government work. The FH Small Business Advocate has also marketed

- Randolph Construction's picture in the FH Small Business brochure and on the FH Small Business banner.
- e. The FH Small Business Advocate and Procurement staff have held personalized meetings with 80+ Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Woman-Owned Small Businesses, counseling them to increase their understanding and visibility of FH's subcontracting opportunities, and to assist them in developing their business acumen and knowledge of government contracting. Additionally these companies are given FH Corporate contact introductions and information along with other community information that might further enhance their subcontracting opportunities.
 - f. FH maintains a monthly status report of our performance to our Small Business goals. Small Business opportunities are discussed monthly in the Procurement Staff Meetings to maintain staff awareness and identify opportunities where non-competitive procurements to Small, Small HUBZone, Small-Disadvantaged, Disabled Veteran, Veteran-Owned, Woman-owned Small Businesses can be made. Daily requests are made to the Small Business Advocate to assist in finding those lower tier category companies that have compatible capabilities. As new Small Businesses meeting the lower tier requirements are identified, the Small Business Advocate invites them to meet with her and the Procurement staff to explore potential subcontracting opportunities.
 - g. The Procurement staff, working with various project customers, has issued a number of solicitations in which requirements were structured to allow for multiple awards to facilitate greater participation by small businesses. For example, as the old Just-in-time (JIT) contracts expire, they are being re-competed using a "Market Place," web-based concept, which allows several small businesses to be awarded a subcontract and listed as a source for specific products, e.g. office products. The office products subcontract was set aside for small local businesses and was awarded to three small, HUBZone and Woman-owned businesses. Using this new "Market Place" web-based concept allows more small businesses to participate and provides FH a wider selection in procuring those goods we need as well as providing competitive pricing and availability. In addition, FH has a staff augmentation Basic Ordering Agreement (BOA) in place with over 60+ businesses, providing a greater opportunity for small business participation, with an emphasis on small local businesses.
 - h. Procurements under \$100K continue to be set aside for Small, Small HUBZone, Small Disadvantaged, Veteran, Veteran-owned, Woman-owned Small Businesses, unless sources are not available to ensure adequate competition. FH reviews the remaining subcontracting opportunities to ensure that these Small Business concerns are included in the solicitations whenever they can be. FH also routinely reviews subcontractor subcontracting plans and reports to ensure that their subcontracting goals are appropriate for the scope and subcontracting opportunities and that their bi-yearly reports are reported correctly.
 - i. The PCard policy requires that PCard Holders maximize the use of small, local, disadvantaged, woman-owned, veteran, service disabled veteran, and HUBZone suppliers whenever possible, and where not possible, document a justification in the comments section of the PCard order log.
17. In addition to continuing the above activities, the following efforts will be made to assure that Small, Small HUBZone, Small Disadvantaged, Veteran, Veteran-owned, Woman-owned Small Business concerns will have an equitable opportunity to compete for subcontracts.
- a. In an additional effort to insure high visibility of FH's commitment to those Small Business subcontract negotiated goals, the Small Business Advocate overseeing the subcontract reporting will attend subcontract kickoff meetings. The Small Business Advocate will be directing the subcontractor to ensure that their subcontracting plan reporting is done correctly and that they understand how seriously FH takes Small Business Subcontracting Plan commitments.

- b. Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-owned, Woman-owned Small Businesses will be included in Requests for Quotes where such businesses are known to exist and are qualified to supply the items or services being procured.
 - c. Through the Small Business Advocate office, Small Business Liaison assistance and mentoring will be provided to Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Woman-owned Small Business concerns.
 - d. In order to ensure that Small Businesses have an opportunity to effectively respond to FH solicitations, proposal preparation time frame will be structured, and adjusted if necessary, to facilitate participation by Small Businesses.
 - e. Training has been and will continue to be given to Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-owned, Woman-Owned Small Business concerns seeking subcontracting opportunities with the Project Hanford Management Contract (PHMC).
18. The clause entitled "Utilization of Small Business Concerns " will be included in all subcontracts that offer further subcontracting opportunities and all subcontractors (except Small Businesses) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) will be required to adopt a plan similar to the plan agreed to by the offeror. FH will evaluate approaches to incentivize the Subcontractors to meet their Small Business goals.
19. FH will:
- cooperate in any studies or surveys as may be required;
 - submit periodic reports in order to allow the Government to determine the extent of compliance by RL or Small Business Advocate with its subcontracting plan;
 - submit Standard Form 294, "Subcontracting report for individual contracts," and Standard Form 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and;
 - ensure that its subcontractors submit Standard Forms 294 and 295 in accordance with their subcontract requirements. This effort has new emphasis with additional assistance from the Small Business Advocate in oversight of the Subcontractor's reporting and compliance with their Subcontracting Plan.
20. The following types of records will be maintained to demonstrate procedures that have been adopted to comply with the requirements and goals in the Subcontracting Plan, including establishing source lists; and to provide a description of its efforts to locate Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Woman-Owned Small Business concerns and award subcontracts to them.

The records shall include at least the following *(on a plant-wide or company-wide basis, unless otherwise indicated)*:

- a. Source lists, guides and other data that identify Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, Woman-Owned Small Businesses.
- b. Organizations contacted in an attempt to locate sources that are Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, or Woman-Owned Small Businesses.
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether Small, Small HUBZone, Small Disadvantaged, Disabled Veteran, Veteran-Owned, or Woman-Owned Small Businesses were solicited and if not, why not, and (2) if applicable, the reason award was not made to a Small Business.
- d. Records of any outreach efforts to contact (1) trade associations, (2) business development organizations, and (3) conferences and trade fairs to locate Small, Small HUBZone, Small Disadvantaged, Veteran-Owned, Disabled Veteran, Woman-Owned Small Business sources.

- e. Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract by contract basis, records to support award data submitted by the offerors to the Government; including the name, address and business size for each contractor.
- g. A system has been set in place to combine reports, subcontracting plans and efforts made to ensure compliance in individual contract files which will ensure the Governments ease of access and oversight.

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

SECTION J

APPENDIX J

(RESERVED)

(RESERVED)
PART III - LIST OF DOCUMENTS
EXHIBITS AND OTHER ATTACHMENTS

SECTION J

APPENDIX K

ORGANIZATIONAL CONFLICT OF INTEREST

Complete, as appropriate, either the Disclosure Statement or the Representation, sign and date form.

Disclosure Statement: (Attach additional pages if more space is needed)

Disclose all information required in DEAR 952.209-70(a)(1) (See Section K, No. 22). The list may be in columnar format showing:

- (1) The company or agency for which the work is being, has been, or will be performed;
- (2) Nature of the work (brief description);
- (3) Period of performance for the work;
- (4) Dollar value of the work; and
- (5) Sales and marketing activity.

DEAR952.209-70(a)(2) requires a similar disclosure for any consultants and subcontractors performing covered services under the Statement of Work.

Representation

In accord with DEAR 952.209-70(b), the Offeror, _____ hereby certifies that to the best of its knowledge, no facts exist, as described in DEAR 952.209-70(a)(1), that are relevant to the work to be performed under this contract.

Signature

Offeror's Name _____

RFP/Contract No. _____

Signature _____

Title _____

Date _____

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

SECTION J

APPENDIX L

CUSTOM COMPUTER SOFTWARE AGREEMENT

1. Background

The Department of Energy (“DOE”) has entered into a contract, DE-AC06-96RL13200, (the “Contract”), with Fluor Hanford, Inc. (FH) under which FH will perform certain management and integration services (the “Services”) at the Hanford site near Richland, WA (the “Site”). Fluor Hanford has developed and is continuing to develop proprietary computer software relating to the management, tracking and reporting activities for complex projects (“FD Software”). FH can directly utilize certain portions of the FD Software in the performance of the Services. Other portions of the FD Software can be used as a starting point to develop software specific to the Site which is useful in the performance of the Services. Further, software will be originally developed under the Contract by FH to be used in performing the Services. To maximize the usefulness and efficiency of the foregoing software, FH will develop the interfacial software required to integrate the separate portions of the software into an internally consistent suite of project management software specific to the Site to be used in performing the Services (the “Site Software”).

2. Purpose

The agreement sets forth the ownership and use rights of Fluor Hanford, FH and DOE regarding all portions of software comprising the FD Software and the Site Software.

3. Origination of Software

Fluor Hanford will provide FD Software which, in the opinion of Fluor Hanford and FH with concurrence by DOE, will be useful in the performance of Services or which will be useful in the development of Site Software. Such FD Software is identified in Attachment A (Fluor Hanford U.S. Computer Charge Schedule), hereto which shall be updated from time to time as required, and these updates will be delivered to FH and licensed under the terms of this agreement. FH will develop software specific to its needs at the site by modification of licensed FD Software, referred to in this agreement as the site Software. Interfacial software required to integrate some FD Software will be developed by FH prior to Fluor Hanford developing that same software in its normal course of business.

4. Site Software

The purpose of the Site Software is to facilitate the performance of the Services by FH or a successor contractor. The Site Software will of necessity include trade secret information of Fluor Hanford embodied in the FD Software. The Site Software will be modified as necessary during performance

of the Services in response to changing needs and conditions at the Site. Continual modification will, over time, obscure the identity of FD Software, in whole or in part, in the Site Software; however, the Site Software will still retain the Fluor Hanford trade secrets embodied in the original version of the FD Software as initially incorporated into the Site Software. The Site Software shall be known as the “Hanford Data Integrator” or “HANDI.”

5. Rights in Software

48 CFR 952.227-78, RIGHTS IN TECHNICAL DATA -- FACILITY (APR SOFTWARE AGREEMENT 1984)

(a) Definitions.

(1) “Technical data” means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, demonstration, or engineering work or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer software (including computer programs, computer software databases and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical data as used herein do not include financial reports, costs analyses, and other information incidental to contract administration.

(2) “Proprietary data” means technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

(i) Are not generally known or available from other sources without obligation concerning their confidentiality;

(ii) Have not been made available by the owner to others without obligation concerning their confidentiality; and

(iii) Are not already available to the Government without obligation concerning their confidentiality.

(3) “Unlimited rights” mean rights to use, duplicate, or disclose technical data, in whole or in part, solely in performance of the remedial services at Hanford

(b) Allocation of rights.

(1) The Government shall have:

- (i) Ownership in all technical data first produced in the performance of the contract;
 - (ii) The rights to inspect technical data first produced or specifically used in the performance of the contract at all reasonable times (for which inspection of the proper facilities shall be afforded DOE by the contractor);
 - (iii) The right to have all technical data first produced or specifically used in the performance of the contract delivered to the Government or otherwise disposed of by the contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this contract, provided that nothing contained in this paragraph shall require FH to actually deliver any technical data, the delivery of which is excused by this Rights in Technical Data clause;
 - (iv) Unlimited rights in technical data specifically used in the performance of this contract, except technical data pertaining to items of standard commercial design; FH agrees to leave a copy of such technical data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer; provided, that if such data are proprietary, the rights of the Government in such data shall be governed solely by the provisions of optional paragraph (e) hereof -- "Limited Rights in Proprietary Data;"
 - (v) The right to remove, cancel, correct, or ignore any marking not authorized by the terms of this contract on a technical data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, FH fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the FH of the action taken.
- (2) Fluor Hanford through FH shall have:
- (i) The right to withhold its proprietary data in accordance with the provisions of this clause; and
 - (ii) The right to use for its private purposes, subject to patent, security or other provisions of this contract, technical data it first produces in the performance of this contract provided the data requirement of this contract have been met as of the date of the private use of such data. FH agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, FH shall treat such data in accordance with any restricted legend contained thereon, unless use is specifically authorized by prior written approval of the contracting officer.
- (3) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

- (c) Copyrighted material.
- (1) FH shall not, without prior written authorization of the Patent Council establish a claim to statutory copyright in any technical data first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf, a royalty-free, nonexclusive, irrevocable, license for Governmental purposes in the performance of the management and integration services at Hanford.
 - (2) FH agrees not to include in the technical data delivered under the contract any material copyrighted by Fluor Hanford or FH and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c) (1) above. If FH believes that such copyrighted material for which the license cannot be obtained must be included in the technical data to be delivered, rather than merely incorporated therein by reference, FH shall obtain the written authorization of the contracting officer to include such material in the technical data prior to its delivery.

48 CFR 952.227-79, LIMITED RIGHTS IN PROPRIETARY DATA

Except as may be otherwise specified in this contract as technical data which are not subject to this paragraph, FH agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license and right to use by or for the Government, any proprietary data of Fluor Hanford specifically used in the performance of this contract; provided, however, that to the extent that any proprietary data when furnished or delivered are specifically identified by FH at the time or initial deliver to the Government or a representative of the Government, such data shall not be used within or outside the Government, except as provided in the "Limited Rights Legend" set forth below. All such proprietary data shall be marked with the following "Limited Rights Legend."

LIMITS RIGHTS LEGEND (APR 1984)

This technical data contains "proprietary data" furnished under Contract No. DE-AC06-96RL13200, with the U.S. Department of Energy which may be duplicated and used by the Government with the express limitations that the "proprietary data" may not be disclosed outside of the Government or be used for the purposes of manufacture without prior permission of the following purposes:

- (a) This "proprietary data" may be disclosed to other contractors participating in the Government's program of which this contract is a part for information or seen in connection with the work performed under their contracts and under the restriction that the "proprietary data" be retained in confidence and not be further used or disclosed; or

(b) This “proprietary data” may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the “proprietary data” be retained in confidence and not be further used or disclosed.

In addition, this agreement shall be governed by 48 CFR 52.227-23, Rights in Proposal Data, 41 CFR 9-9.102.1, Authorization and Consent, 41 CFR 9-9.110 (a), Notice and Assistance and 41 CFR 9-9.110 (c), Reporting or Royalties, as required under Prime Contract No. DE-AC06-96RL13200.

6. Use of Site Software

DOE is entitled to issue the Site Software in whole or in part, solely for the performance of the Services at the Site by FH or a successor contractor. FH, or a successor contractor, shall be entitled to use the Site Software solely to perform the Services at the Site. Fluor Hanford and/or FH are entitled to use internally only those portions of the Site Software required to integrate the FD Software identified in Attachment A, solely in the conductance of their normal business activities. Such use by Fluor Hanford and/or FH does not extend to the sale of said software nor to utilization of said software to perform services for others in the manner of a service bureau.

7. Protection of Trade Secrets

FH and DOE will hold all Site Software in confidence and will restrict its internal disclosure to only those FH/Subcontractors and DOE employees having a bona fide need for the Site Software who have been advised of the confidentiality and use restrictions herein. Further, FH or DOE will not disclose the Site Software, in whole or in part, to any third party. The foregoing notwithstanding, DOE may disclose the Site Software to FH’s successor contractors. Prior to such disclosure, DOE will require such contractors to complete a declaration by which such contractors agree not to disclose the Site Software or any of it to any third party, not to make any copies of the Site Software or any of it except as reasonably required to perform the Services at the Site, and not to use the Site Software or any of it other than to perform the Services at the Site.

8. Definition of Software

The terms Site Software and FD Software apply to both source and object code versions of the computer programs and include all design, interface and program specifications, flow charts, schematics, annotations and other information, documentation and manuals required to understand, operate, maintain and/or modify the computer programs.

9. License

Fluor Hanford is providing the FD Software listed in Attachment A and incorporated, the whole or part, into the Site Software in consideration of a paid-up annual license fee to include upgrade costs and maintenance of [DELETE] [DELETE] for each individual software package as cited in Attachment A with unlimited site concurrent users. During the time FH is performing the Services, Fluor Hanford will provide, as part of the license fee, updates, upgrades and

enhancements made to FD Software, and prompt assistance to correct or work around any errors in the FD Software listed in Attachment A. This license fee does not include installation or the cost of implementing Site Specific Enhancements.

10. Term and Termination

The term of this Agreement begins on the date first above written and continues until terminated by either party. The provisions of Paragraphs 6, 7, 11 and 12 will survive termination of this Agreement.

11. Representations and Warranties

Fluor Hanford warrants that it has full power and authority to grant the rights granted by the agreement and that to the best of its knowledge the software does not infringe or violate any patent, copyright, trade secret, trademark or any other rights of a third party. Fluor Hanford indemnifies FH and the Government for any liability including costs and expenses for infringement or violation of such third party rights.

12. General

This Agreement represents the entire agreement between Fluor Hanford, FH and DOE regarding the FD Software and the Site Software. Except for Attachment A, it will be changed only by written agreement of Fluor Hanford, FH and DOE. If one party does not enforce a particular provision of this Agreement at any particular time, that provision can still be enforced later. If any provision of this Agreement is determined to be unenforceable, the rest of the provisions still remain in effect. Headings have been used for convenience but they are not a part of this Agreement. This Agreement will be construed and enforced in accordance with the laws of the State of California.

Fluor Hanford and FH confirm their agreement to the foregoing by having this Agreement signed on their behalf in the space provided below.

FLUOR HANFORD, Inc.

FLUOR HANFORD, Inc.

BY: signed by J. Brennan

BY: signed by H. J. Hatch

NAME: Joseph L. Brennan

NAME: Henry J. Hatch

TITLE: Vice President

TITLE: President

DATE: July 10, 1996

DATE: July 10, 1996

DEPARTMENT OF ENERGY

BY: signed by John D. Wagoner

NAME: _____

TITLE: _____

DATE: _____

REDACT ALL OF
ATTACHMENT A
HERETO

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

SECTION J

APPENDIX M

**WAGE DETERMINATIONS UNDER THE
 SERVICE CONTRACT ACT**

FH will continue to use the FY 2006 wage determinations and the Site Stabilization Agreements which expire in August, 2006 and March, 2007 respectively. Upon issuance by RL, FH will review the updated wage determinations and subsequent updates to the Site Stabilization Agreements during FY 2007 and as necessary, submit a baseline change request to assess the impacts of implementation.

(The following wage determinations apply)

<u>Att. #</u>	<u>Wage Determination #</u>	<u>Application Period</u>	<u>Mod. #</u>	<u># of Pages</u>
1	94-2570, Rev. 3	8/6/96 to 8/6/97	Original	22
2	94-2569, Rev. 3	8/6/96 to 8/6/97	M074	11
3	94-2569, Rev. 5 94-2570, Rev. 4	8/6/97 to 8/6/98 8/6/97 to 8/6/98	M074 M074	22
4	94-2569, Rev. 8	8/6/98 to 8/6/99	M074	14
5	98-109, Rev. 0 94-2570, Rev. 6	Per Collective Bargaining Agreements 8/6/98 to 8/6/00	M039 M039	17
6	98-0109, Rev. 1 94-2569, Rev. 10	Per Collective Bargaining Agreements 8/6/99 to 8/6/00	M089 M089	14
7	98-0109, Rev. 5 94-2569, Rev. 10 94-2570, Rev. 6	Per Collective Bargaining Agreements 8/6/00 to 8/6/01 8/6/00 to 8/6/01	M101 M101 M101	13

8	98-0109, Rev. 5	Per Collective Bargaining Agreements	M139	12
	94-2569, Rev. 15	8/6/01 to 8/6/02	M139	
	94-2570, Rev. 6	8/6/01 to 8/6/02	M139	

<u>Att. #</u>	<u>Wage Determination #</u>	<u>Application Period</u>	<u>Mod. #</u>	<u># of Pages</u>
9	98-0109, Rev. 6	Per Collective Bargaining Agreements	M168	26
	94-2569, Rev. 18	8/6/02 to 8/6/03	M168	
	94-2570, Rev. 12	8/6/02 to 8/6/03	M168	
10	98-0109, Rev. 7	Per Collective Bargaining Agreements	M190	23
	94-2569, Rev. 19	8/6/03 to 8/6/04	M190	
	94-2570, Rev. 13	8/6/03 to 8/6/04	M190	
11	94-2569, Rev. 22	8/6/04 to 8/6/05	M211	19
	94-2570, Rev. 16	8/6/04 to 8/6/05	M211	
12	98-0109, Rev. 8	Per Collective Bargaining Agreements	M229	20
	94-2569, Rev. 24	8/6/05 to 8/6/06	M229	
	94-2570, Rev. 18	8/6/05 to 8/6/06	M229	

(Note: Of the above wage determinations, the following were issued to FH subcontractors under the Blanket Wage Determination Program with the identified application dates).

<u>Wage Determination #</u>	<u>Application Date</u>
94-2569, Rev. 3	2/28/96 to 2/28/97
94-2569, Rev. 5	2/28/97 to 2/28/98
94-2569, Rev. 8	2/28/98 to 2/28/99

SECTION J
APPENDIX M
Attachment 1

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
94-2570, Rev. 3	8/6/96 to 8/6/97	22 (Pages issued in original contract)

Note: Electronic copy can be found at:
<http://www.hanford.gov/phmc/contract/phmc-toc.htm>

SECTION J
APPENDIX M
Attachment 2

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
94-2569, Rev. 3	8/6/96 to 8/6/97	11

Note: Electronic copy can be found at: [00-PRO-213](#)

SECTION J
APPENDIX M
Attachment 3

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
94-2569, Rev. 5	8/6/97 to 8/6/98	22
94-2570, Rev. 4	8/6/97 to 8/6/98	Included above

Note: Electronic copy can be found at: [99-PRO-495](#)

SECTION J
APPENDIX M
Attachment 4

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
94-2569, Rev. 8	8/6/98 to 8/6/99	14

Note: Electronic copy can be found at: [99-PRO-495](#)

SECTION J
APPENDIX M
Attachment 5

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
98-0109, Rev. 00	Per Collective Bargaining Agreements	7
94-2570, Rev. 6	8/6/98 to 8/6/99	10

(pages issued in Mod M039)

Note: Electronic copy can be found at:

<http://www.hanford.gov/phmc/contract/mods/m039/index.html>

SECTION J
APPENDIX M
Attachment 6

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
98-0109, Rev. 1	Per Collective Bargaining Agreements	3
94-2569, Rev. 10	8/6/98 to 8/6/00	11

(pages issued in Mod M089)

Note: Electronic copy can be found at: [00-PRO-213](#)

SECTION J
APPENDIX M
Attachment 7

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
98-0109, Rev. 5	Per Collective Bargaining Agreements	1
94-2569, Rev. 10	8/6/00 to 8/6/01	12
94-2570, Rev. 6	8/6/00 to 8/6/01	

(pages issued in Mod M101)

Note: Electronic copy can be found at: [00-PRO-727](#)

SECTION J
APPENDIX M
Attachment 8

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
98-0109, Rev. 5	Per Collective Bargaining Agreements	12
94-2569, Rev. 15	8/6/01 to 8/6/02	
94-2570, Rev. 6	8/6/01 to 8/6/02	

(pages issued in Mod M139)

Note: Electronic copy can be found at:

<http://www.hanford.gov/phmc/contract/mods/m139/m139.pdf>

SECTION J
APPENDIX M
Attachment 9

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
98-0109, Rev. 6	Per Collective Bargaining Agreements	26
94-2569, Rev. 18	8/6/02 to 8/6/03	
94-2570, Rev. 12	8/6/02 to 8/6/03	

(pages issued in Mod M168)

Note: Electronic copy can be found at:

<http://apweb02.rl.gov/rapidweb/phmc/pcmweb//docs/5/docs/0205017.pdf>

SECTION J
APPENDIX M
Attachment 10

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
98-0109, Rev. 7	Per Collective Bargaining Agreements	26
94-2569, Rev. 19	8/6/03 to 8/6/04	
94-2570, Rev. 13	8/6/03 to 8/6/04	

(pages issued in Mod M190)

Note: Electronic copy can be found at:

<http://apweb02.rl.gov/rapidweb/phmc/pcmweb//docs/5/gif/D2605140.pdf>

SECTION J
APPENDIX M
Attachment 11

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
94-2569, Rev. 22	8/6/04 to 8/6/05	19
94-2570, Rev. 16	8/6/04 to 8/6/05	

(pages issued in Mod M211)

Note: Electronic copy can be found at:

<http://www.hanford.gov/phmc/contract/mods/m211/m211.pdf>

SECTION J
APPENDIX M
Attachment 12

<u>Wage Determination #</u>	<u>Application Period</u>	<u># of Pages (Including Cover Page)</u>
98-0109, Rev. 8	Per Collective Bargaining Agreements	20
94-2569, Rev. 24	8/6/05 to 8/6/06	
94-2570, Rev. 18	8/6/05 to 8/6/06	

(pages issued in Mod M229)

Note: Electronic copy can be found at:

<http://www.hanford.gov/phmc/contract/mods/m229/m229.pdf>

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1998-0109
Revision No.: 8
Date Of Last Revision: 08/12/2005

State: Washington

Area: Washington County of Benton

Employed on US Department of Energy contract for Operations, Management and Integration at the Department of Energy Hanford Site Services in Benton, WA.

Collective Bargaining Agreement between Fluor Hanford, Inc. and Office and Professional Employees International Union (OPEIU), Local 11, AFL-CIO effective April 1, 2006 through March 31, 2007.

Collective Bargaining Agreement between Fluor Hanford, Inc. (FH) and Hanford Atomic Metal Trades Council (HAMTC), AFL-CIO and effective April 1, 2002 through March 31, 2007.

Collective Bargaining Agreement between Fluor Hanford, Inc. and Hanford Guards Union effective October 29, 2005 through October 31, 2010.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2569
Revision No.: 24
Date Of Last Revision: 05/23/2005

States: Oregon, Washington

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

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.69
01012 - Accounting Clerk II	11.99
01013 - Accounting Clerk III	13.67
01014 - Accounting Clerk IV	16.51
01030 - Court Reporter	16.45
01050 - Dispatcher, Motor Vehicle	16.34
01060 - Document Preparation Clerk	12.01
01070 - Messenger (Courier)	9.70
01090 - Duplicating Machine Operator	12.01
01110 - Film/Tape Librarian	13.35
01115 - General Clerk I	10.01
01116 - General Clerk II	11.26
01117 - General Clerk III	12.29
01118 - General Clerk IV	13.79
01120 - Housing Referral Assistant	18.66
01131 - Key Entry Operator I	11.26
01132 - Key Entry Operator II	12.29
01191 - Order Clerk I	11.26
01192 - Order Clerk II	12.29
01261 - Personnel Assistant (Employment) I	12.17
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	15.28
01264 - Personnel Assistant (Employment) IV	17.11
01270 - Production Control Clerk	18.72
01290 - Rental Clerk	12.75
01300 - Scheduler, Maintenance	14.12
01311 - Secretary I	14.12
01312 - Secretary II	15.78
01313 - Secretary III	18.66
01314 - Secretary IV	20.92
01315 - Secretary V	23.14
01320 - Service Order Dispatcher	16.61
01341 - Stenographer I	13.21
01342 - Stenographer II	14.66
01400 - Supply Technician	20.92
01420 - Survey Worker (Interviewer)	13.81
01460 - Switchboard Operator-Receptionist	11.42

01510 - Test Examiner	15.78
01520 - Test Proctor	15.78
01531 - Travel Clerk I	12.20
01532 - Travel Clerk II	13.12
01533 - Travel Clerk III	14.03
01611 - Word Processor I	11.84
01612 - Word Processor II	13.29
01613 - Word Processor III	14.87
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.17
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.78
03043 - Computer Operator III	20.58
03044 - Computer Operator IV	23.79
03045 - Computer Operator V	25.52
03071 - Computer Programmer I (1)	17.97
03072 - Computer Programmer II (1)	23.03
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.40
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.71
05010 - Automotive Glass Installer	16.84
05040 - Automotive Worker	16.84
05070 - Electrician, Automotive	17.78
05100 - Mobile Equipment Servicer	14.95
05130 - Motor Equipment Metal Mechanic	18.71
05160 - Motor Equipment Metal Worker	16.84
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	14.00
05250 - Motor Vehicle Upholstery Worker	15.88
05280 - Motor Vehicle Wrecker	16.84
05310 - Painter, Automotive	17.78
05340 - Radiator Repair Specialist	16.84
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	18.71
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.89
07010 - Baker	15.66
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Meat Cutter	15.66
07250 - Waiter/Waitress	11.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.78
09040 - Furniture Handler	11.71
09070 - Furniture Refinisher	17.78
09100 - Furniture Refinisher Helper	14.00
09110 - Furniture Repairer, Minor	15.88
09130 - Upholsterer	17.78
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.30
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11121 - House Keeping Aid I	8.76
11122 - House Keeping Aid II	10.39
11150 - Janitor	11.97

11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.22
11270 - Pest Controller	17.88
11300 - Refuse Collector	11.97
11330 - Tractor Operator	14.51
11360 - Window Cleaner	13.35
12000 - Health Occupations	
12020 - Dental Assistant	15.03
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.21
12071 - Licensed Practical Nurse I	13.43
12072 - Licensed Practical Nurse II	15.05
12073 - Licensed Practical Nurse III	16.85
12100 - Medical Assistant	13.05
12130 - Medical Laboratory Technician	14.05
12160 - Medical Record Clerk	12.74
12190 - Medical Record Technician	13.95
12221 - Nursing Assistant I	8.51
12222 - Nursing Assistant II	9.56
12223 - Nursing Assistant III	10.43
12224 - Nursing Assistant IV	11.70
12250 - Pharmacy Technician	14.10
12280 - Phlebotomist	13.01
12311 - Registered Nurse I	21.08
12312 - Registered Nurse II	25.81
12313 - Registered Nurse II, Specialist	25.81
12314 - Registered Nurse III	31.23
12315 - Registered Nurse III, Anesthetist	31.23
12316 - Registered Nurse IV	37.40
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.71
13011 - Exhibits Specialist I	16.31
13012 - Exhibits Specialist II	20.37
13013 - Exhibits Specialist III	22.58
13041 - Illustrator I	16.31
13042 - Illustrator II	20.37
13043 - Illustrator III	22.58
13047 - Librarian	24.50
13050 - Library Technician	14.95
13071 - Photographer I	15.80
13072 - Photographer II	17.86
13073 - Photographer III	22.21
13074 - Photographer IV	25.64
13075 - Photographer V	28.46
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.96
15030 - Counter Attendant	8.96
15040 - Dry Cleaner	11.32
15070 - Finisher, Flatwork, Machine	8.96
15090 - Presser, Hand	8.96
15100 - Presser, Machine, Drycleaning	8.96
15130 - Presser, Machine, Shirts	8.96
15160 - Presser, Machine, Wearing Apparel, Laundry	8.96
15190 - Sewing Machine Operator	12.11
15220 - Tailor	12.90
15250 - Washer, Machine	9.75
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.85
19040 - Tool and Die Maker	24.06
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.35
21020 - Material Coordinator	18.32

21030 - Material Expediter	18.32
21040 - Material Handling Laborer	10.66
21050 - Order Filler	11.41
21071 - Forklift Operator	12.44
21080 - Production Line Worker (Food Processing)	12.44
21100 - Shipping/Receiving Clerk	12.03
21130 - Shipping Packer	12.03
21140 - Store Worker I	10.09
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.76
21210 - Tools and Parts Attendant	12.44
21400 - Warehouse Specialist	12.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.53
23040 - Aircraft Mechanic Helper	15.40
23050 - Aircraft Quality Control Inspector	21.65
23060 - Aircraft Servicer	17.47
23070 - Aircraft Worker	18.52
23100 - Appliance Mechanic	19.56
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	22.64
23130 - Carpenter, Maintenance	20.56
23140 - Carpet Layer	18.52
23160 - Electrician, Maintenance	23.74
23181 - Electronics Technician, Maintenance I	18.43
23182 - Electronics Technician, Maintenance II	20.50
23183 - Electronics Technician, Maintenance III	21.69
23260 - Fabric Worker	17.64
23290 - Fire Alarm System Mechanic	21.69
23310 - Fire Extinguisher Repairer	16.27
23340 - Fuel Distribution System Mechanic	21.69
23370 - General Maintenance Worker	16.84
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	20.54
23460 - Instrument Mechanic	21.69
23470 - Laborer	10.66
23500 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	20.02
23550 - Machinist, Maintenance	19.95
23580 - Maintenance Trades Helper	14.00
23640 - Millwright	21.69
23700 - Office Appliance Repairer	20.29
23740 - Painter, Aircraft	20.29
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	23.43
23800 - Plumber, Maintenance	22.26
23820 - Pneudraulic Systems Mechanic	21.69
23850 - Rigger	21.69
23870 - Scale Mechanic	18.99
23890 - Sheet-Metal Worker, Maintenance	22.64
23910 - Small Engine Mechanic	17.81
23930 - Telecommunication Mechanic I	21.86
23931 - Telecommunication Mechanic II	22.83
23950 - Telephone Lineman	21.69
23960 - Welder, Combination, Maintenance	18.71
23965 - Well Driller	21.69
23970 - Woodcraft Worker	21.69
23980 - Woodworker	16.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40

24600 - Chore Aid	10.51
24630 - Homemaker	13.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.75
25040 - Sewage Plant Operator	21.39
25070 - Stationary Engineer	22.75
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	21.33
27000 - Protective Service Occupations	
(not set) - Police Officer	25.74
27004 - Alarm Monitor	15.04
27006 - Corrections Officer	18.00
27010 - Court Security Officer	22.25
27040 - Detention Officer	18.00
27070 - Firefighter	21.26
27101 - Guard I	11.98
27102 - Guard II	15.04
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.99
28020 - Hatch Tender	18.99
28030 - Line Handler	18.99
28040 - Stevedore I	17.64
28050 - Stevedore II	20.34
29000 - Technical Occupations	
21150 - Graphic Artist	19.54
29010 - Air Traffic Control Specialist, Center (2)	31.40
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.36
29024 - Archeological Technician II	16.05
29025 - Archeological Technician III	19.89
29030 - Cartographic Technician	21.05
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.19
29040 - Civil Engineering Technician	20.48
29061 - Drafter I	11.56
29062 - Drafter II	12.99
29063 - Drafter III	16.69
29064 - Drafter IV	19.89
29081 - Engineering Technician I	13.26
29082 - Engineering Technician II	14.88
29083 - Engineering Technician III	17.97
29084 - Engineering Technician IV	21.05
29085 - Engineering Technician V	26.52
29086 - Engineering Technician VI	35.66
29090 - Environmental Technician	19.95
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	21.09
29210 - Laboratory Technician	17.26
29240 - Mathematical Technician	20.14
29361 - Paralegal/Legal Assistant I	16.69
29362 - Paralegal/Legal Assistant II	19.89
29363 - Paralegal/Legal Assistant III	22.49
29364 - Paralegal/Legal Assistant IV	27.21
29390 - Photooptics Technician	20.14
29480 - Technical Writer	20.64
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	18.61

1994-2569 Rev. 24

29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.74
29622 - Weather Observer, Upper Air (3)	16.74
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.13
31260 - Parking and Lot Attendant	10.18
31290 - Shuttle Bus Driver	12.63
31300 - Taxi Driver	11.88
31361 - Truckdriver, Light Truck	12.28
31362 - Truckdriver, Medium Truck	13.95
31363 - Truckdriver, Heavy Truck	16.89
31364 - Truckdriver, Tractor-Trailer	16.89
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	12.19
99030 - Cashier	9.28
99041 - Carnival Equipment Operator	13.74
99042 - Carnival Equipment Repairer	14.68
99043 - Carnival Worker	10.29
99050 - Desk Clerk	9.13
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500 - Recreation Specialist	15.29
99510 - Recycling Worker	15.13
99610 - Sales Clerk	11.18
99620 - School Crossing Guard (Crosswalk Attendant)	11.54
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	21.48
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	18.47
99660 - Surveying Aide	13.50
99690 - Swimming Pool Operator	19.25
99720 - Vending Machine Attendant	15.89
99730 - Vending Machine Repairer	19.25
99740 - Vending Machine Repairer Helper	15.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the

Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2570
Revision No.: 18
Date Of Last Revision: 05/23/2005

States: Oregon, Washington

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

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.69
01012 - Accounting Clerk II	11.99
01013 - Accounting Clerk III	13.67
01014 - Accounting Clerk IV	16.51
01030 - Court Reporter	16.45
01050 - Dispatcher, Motor Vehicle	16.34
01060 - Document Preparation Clerk	12.01
01070 - Messenger (Courier)	9.70
01090 - Duplicating Machine Operator	12.01
01110 - Film/Tape Librarian	13.35
01115 - General Clerk I	10.01
01116 - General Clerk II	11.26
01117 - General Clerk III	12.29
01118 - General Clerk IV	13.79
01120 - Housing Referral Assistant	18.66
01131 - Key Entry Operator I	11.26
01132 - Key Entry Operator II	12.29
01191 - Order Clerk I	11.26
01192 - Order Clerk II	12.29
01261 - Personnel Assistant (Employment) I	12.17
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	15.28
01264 - Personnel Assistant (Employment) IV	17.11
01270 - Production Control Clerk	18.72
01290 - Rental Clerk	12.75
01300 - Scheduler, Maintenance	14.12
01311 - Secretary I	14.12
01312 - Secretary II	15.78
01313 - Secretary III	18.66
01314 - Secretary IV	20.92
01315 - Secretary V	23.14
01320 - Service Order Dispatcher	16.61
01341 - Stenographer I	13.21
01342 - Stenographer II	14.66
01400 - Supply Technician	20.92
01420 - Survey Worker (Interviewer)	13.81
01460 - Switchboard Operator-Receptionist	11.42

01510 - Test Examiner	15.78
01520 - Test Proctor	15.78
01531 - Travel Clerk I	12.20
01532 - Travel Clerk II	13.12
01533 - Travel Clerk III	14.03
01611 - Word Processor I	11.84
01612 - Word Processor II	13.29
01613 - Word Processor III	14.87
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.17
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.78
03043 - Computer Operator III	20.58
03044 - Computer Operator IV	23.79
03045 - Computer Operator V	25.52
03071 - Computer Programmer I (1)	17.97
03072 - Computer Programmer II (1)	23.03
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	26.40
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.50
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.71
05010 - Automotive Glass Installer	16.84
05040 - Automotive Worker	16.84
05070 - Electrician, Automotive	17.78
05100 - Mobile Equipment Servicer	14.95
05130 - Motor Equipment Metal Mechanic	18.71
05160 - Motor Equipment Metal Worker	16.84
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	14.00
05250 - Motor Vehicle Upholstery Worker	15.88
05280 - Motor Vehicle Wrecker	16.84
05310 - Painter, Automotive	17.78
05340 - Radiator Repair Specialist	16.84
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	18.71
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.89
07010 - Baker	15.66
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Meat Cutter	15.66
07250 - Waiter/Waitress	11.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.78
09040 - Furniture Handler	11.71
09070 - Furniture Refinisher	17.78
09100 - Furniture Refinisher Helper	14.00
09110 - Furniture Repairer, Minor	15.88
09130 - Upholsterer	17.78
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.30
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11121 - House Keeping Aid I	8.76
11122 - House Keeping Aid II	10.39
11150 - Janitor	11.97

1994-2570 Rev. 18

11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.22
11270 - Pest Controller	17.88
11300 - Refuse Collector	11.97
11330 - Tractor Operator	14.51
11360 - Window Cleaner	13.35
12000 - Health Occupations	
12020 - Dental Assistant	15.03
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.21
12071 - Licensed Practical Nurse I	13.43
12072 - Licensed Practical Nurse II	15.05
12073 - Licensed Practical Nurse III	16.85
12100 - Medical Assistant	13.05
12130 - Medical Laboratory Technician	14.05
12160 - Medical Record Clerk	12.74
12190 - Medical Record Technician	13.95
12221 - Nursing Assistant I	8.51
12222 - Nursing Assistant II	9.56
12223 - Nursing Assistant III	10.43
12224 - Nursing Assistant IV	11.70
12250 - Pharmacy Technician	14.10
12280 - Phlebotomist	13.01
12311 - Registered Nurse I	21.08
12312 - Registered Nurse II	25.81
12313 - Registered Nurse II, Specialist	25.81
12314 - Registered Nurse III	31.23
12315 - Registered Nurse III, Anesthetist	31.23
12316 - Registered Nurse IV	37.40
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	19.71
13011 - Exhibits Specialist I	16.31
13012 - Exhibits Specialist II	20.37
13013 - Exhibits Specialist III	22.58
13041 - Illustrator I	16.31
13042 - Illustrator II	20.37
13043 - Illustrator III	22.58
13047 - Librarian	24.50
13050 - Library Technician	14.95
13071 - Photographer I	15.80
13072 - Photographer II	17.86
13073 - Photographer III	22.21
13074 - Photographer IV	25.64
13075 - Photographer V	28.46
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.96
15030 - Counter Attendant	8.96
15040 - Dry Cleaner	11.32
15070 - Finisher, Flatwork, Machine	8.96
15090 - Presser, Hand	8.96
15100 - Presser, Machine, Drycleaning	8.96
15130 - Presser, Machine, Shirts	8.96
15160 - Presser, Machine, Wearing Apparel, Laundry	8.96
15190 - Sewing Machine Operator	12.11
15220 - Tailor	12.90
15250 - Washer, Machine	9.75
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.85
19040 - Tool and Die Maker	24.06
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.35
21020 - Material Coordinator	18.32

1994-2570 Rev. 18

21030 - Material Expediter	18.32
21040 - Material Handling Laborer	10.66
21050 - Order Filler	11.41
21071 - Forklift Operator	12.44
21080 - Production Line Worker (Food Processing)	12.44
21100 - Shipping/Receiving Clerk	12.03
21130 - Shipping Packer	12.03
21140 - Store Worker I	10.09
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.76
21210 - Tools and Parts Attendant	12.44
21400 - Warehouse Specialist	12.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.53
23040 - Aircraft Mechanic Helper	15.40
23050 - Aircraft Quality Control Inspector	21.65
23060 - Aircraft Servicer	17.47
23070 - Aircraft Worker	18.52
23100 - Appliance Mechanic	19.56
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	22.64
23130 - Carpenter, Maintenance	20.56
23140 - Carpet Layer	18.52
23160 - Electrician, Maintenance	23.74
23181 - Electronics Technician, Maintenance I	18.43
23182 - Electronics Technician, Maintenance II	20.50
23183 - Electronics Technician, Maintenance III	21.69
23260 - Fabric Worker	17.64
23290 - Fire Alarm System Mechanic	21.69
23310 - Fire Extinguisher Repairer	16.27
23340 - Fuel Distribution System Mechanic	21.69
23370 - General Maintenance Worker	16.84
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	20.54
23460 - Instrument Mechanic	21.69
23470 - Laborer	10.66
23500 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	20.02
23550 - Machinist, Maintenance	19.95
23580 - Maintenance Trades Helper	14.00
23640 - Millwright	21.69
23700 - Office Appliance Repairer	20.29
23740 - Painter, Aircraft	20.29
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	23.43
23800 - Plumber, Maintenance	22.26
23820 - Pneudraulic Systems Mechanic	21.69
23850 - Rigger	21.69
23870 - Scale Mechanic	18.99
23890 - Sheet-Metal Worker, Maintenance	22.64
23910 - Small Engine Mechanic	17.81
23930 - Telecommunication Mechanic I	21.86
23931 - Telecommunication Mechanic II	22.83
23950 - Telephone Lineman	21.69
23960 - Welder, Combination, Maintenance	18.71
23965 - Well Driller	21.69
23970 - Woodcraft Worker	21.69
23980 - Woodworker	16.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40

24600 - Chore Aid	10.51
24630 - Homemaker	13.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.75
25040 - Sewage Plant Operator	21.39
25070 - Stationary Engineer	22.75
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	21.33
27000 - Protective Service Occupations	
(not set) - Police Officer	25.74
27004 - Alarm Monitor	15.04
27006 - Corrections Officer	18.00
27010 - Court Security Officer	22.25
27040 - Detention Officer	18.00
27070 - Firefighter	21.26
27101 - Guard I	11.98
27102 - Guard II	15.04
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.99
28020 - Hatch Tender	18.99
28030 - Line Handler	18.99
28040 - Stevedore I	17.64
28050 - Stevedore II	20.34
29000 - Technical Occupations	
21150 - Graphic Artist	19.54
29010 - Air Traffic Control Specialist, Center (2)	31.40
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.36
29024 - Archeological Technician II	16.05
29025 - Archeological Technician III	19.89
29030 - Cartographic Technician	21.05
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.19
29040 - Civil Engineering Technician	20.48
29061 - Drafter I	11.56
29062 - Drafter II	12.99
29063 - Drafter III	16.69
29064 - Drafter IV	19.89
29081 - Engineering Technician I	13.26
29082 - Engineering Technician II	14.88
29083 - Engineering Technician III	17.97
29084 - Engineering Technician IV	21.05
29085 - Engineering Technician V	26.52
29086 - Engineering Technician VI	35.66
29090 - Environmental Technician	19.95
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	21.09
29210 - Laboratory Technician	17.26
29240 - Mathematical Technician	20.14
29361 - Paralegal/Legal Assistant I	16.69
29362 - Paralegal/Legal Assistant II	19.89
29363 - Paralegal/Legal Assistant III	22.49
29364 - Paralegal/Legal Assistant IV	27.21
29390 - Photooptics Technician	20.14
29480 - Technical Writer	20.64
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	18.61

1994-2570 Rev. 18

29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.74
29622 - Weather Observer, Upper Air (3)	16.74
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.13
31260 - Parking and Lot Attendant	10.18
31290 - Shuttle Bus Driver	12.63
31300 - Taxi Driver	11.88
31361 - Truckdriver, Light Truck	12.28
31362 - Truckdriver, Medium Truck	13.95
31363 - Truckdriver, Heavy Truck	16.89
31364 - Truckdriver, Tractor-Trailer	16.89
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	12.19
99030 - Cashier	9.28
99041 - Carnival Equipment Operator	13.74
99042 - Carnival Equipment Repairer	14.68
99043 - Carnival Worker	10.29
99050 - Desk Clerk	9.13
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500 - Recreation Specialist	15.29
99510 - Recycling Worker	15.13
99610 - Sales Clerk	11.18
99620 - School Crossing Guard (Crosswalk Attendant)	11.54
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	21.48
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	18.47
99660 - Surveying Aide	13.50
99690 - Swimming Pool Operator	19.25
99720 - Vending Machine Attendant	15.89
99730 - Vending Machine Repairer	19.25
99740 - Vending Machine Repairer Helper	15.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any

special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

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

SECTION J

APPENDIX N

**SPECIAL BANK ACCOUNT AGREEMENT FOR USE WITH
THE CHECKS – PAID METHOD OF LETTER OF CREDIT
FINANCING**

JULY 1, 2006, THROUGH JUNE 30, 2008
(Consisting of seven pages including this cover page)

SPECIAL FINANCIAL INSTITUTION ACCOUNT(S) AGREEMENT
FOR USE WITH THE
PAYMENTS CLEARED FINANCING ARRANGEMENT

Agreement, effective the 1st day of July 2006, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as "DOE"), and Fluor Hanford, Inc., as corporation/legal entity, existing under the laws of the State of Washington (the "Contractor") and U.S. Bank a financial institution corporation existing under the laws of the State of Washington located in Richland, Washington. (hereinafter referred to as "Financial Institution").

I. RECITALS

1. On the effective date of August 6, 1996, DOE and the Contractor entered into Agreement(s) No. DE-AC06-96RL13200 or a Supplemental Contract(s) thereto, providing for the transfer of Government funds on a payment-cleared basis to the Contractor.
2. DOE requires that amounts transferred to the Contractor under said agreement be deposited in a special demand deposit account or accounts at a financial institution covered by Department of the Treasury – approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

3. The special demand deposit account(s) shall be designated:
 - a. Fluor Hanford Contract
 - b. Fluor Hanford Contract Control Disbursement
 - c. Fluor Hanford Payroll
 - d. Fluor Hanford Payroll Control Disbursement
 - e. Duratek Federal Services Payroll
 - f. Numatec FH Payroll

II. COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

1. The DOE shall have a title to the credit balance in said account(s) to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.

2. The Financial Institution shall be bound by the provisions of said Contract between DOE and the Contractor relating to the transfer of funds into and withdrawal of funds from the above special demand deposit account(s), which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds properly withdrawn from said Account(s). After receipt by the Financial Institution of written directions from the Contractor, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Contractor, and purporting to be signed by, or signed at the written direction of the Contractor may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, shall be considered as having been properly issued and filed with the Financial Institution by the Contractor.
3. DOE, the Contractor, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account(s) at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of financial records and any or all memoranda, checks, payments requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of six (6) years after the final payment under the Agreement.

4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account(s), the Financial Institution shall promptly notify the Contractor at:

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

5. The Contractor shall authorize funds that shall remain available to the extent that obligations have been incurred on good faith there under by the Contractor to the Financial Institution for the benefit of the special demand deposit account(s). The Financial Institution agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero or as administratively possible.

The Financial Institution shall draw funds from an Automated Standard Application for Payment (ASAP) 1031 system account at the Federal Reserve Bank of Richmond (FRB-Richmond) for credit to the Contractor's account. The Financial Institution must determine the cutoff time for processing payments and deposits to ensure same day credit. The draw down is affected by sending an online request for funds (type code 1031) to FRB-Richmond via Fedwire by 5:45 p.m. Eastern time.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in RFP 20051031 effective January 3, 2006. The Financial Institution agrees that per-item costs, detailed in the form "Schedule of Financial Institution Processing Charges" contained in the Financial Institution's aforesaid proposal and attached to this agreement will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the Contractor. The Contractor shall issue a check or automated clearing house authorization transfer to the Financial Institution in payment thereof

6. The Financial Institution shall post collateral, acceptable under Department of the Treasury Circular 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect for a term beginning on July 1, 2006 and ending June 30, 2008 with an option to extend for an additional three, one year option periods, unless earlier terminated as provided in this Agreement.
8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the Agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or the Contractor may terminate this Agreement at any time upon 30 days written notice to the Financial institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligations in a manner that precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Contractor's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the , Contract referenced in Recital 1 between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be terminated automatically upon the delivery of written notice to the Financial Institution.
11. In the event of termination, the Financial Institution agrees to retain the Contractors' special demand deposit accounts(s) for an additional 90-day period to clear outstanding payment items.
12. Contract Contents: In addition to this Schedule, the agreement consists of:
 - i. U.S. Bank Schedule of Institution Processing Charges
 - ii. RFP 20051031

This agreement shall continue in effect for the 90-day additional period, with the exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenants 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The Financial Institution has submitted the forms entitled "Technical Representations and Certifications", and "Schedule of Financial Institution Processing Charges", These forms have been accepted by the Contractor and the Government and are incorporated herein with the document entitled "Financial Institution's Information on Payments Cleared Financing Arrangement" as an integral part of this Agreement.

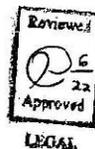
III. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, which consists of five pages, including signature pages, to be executed as of the day and year first above written.

FOR THE CONTRACTOR
Fluor Hanford, Inc,

Signature Margaret A. Davis

Name: Margaret A. Davis
Title: Controller
Date: 6-22-06



FOR THE FINANCIAL INSTITUTION
U.S. BANK

Signature Gail Heinselman

Name: Gail Heinselman, CTP
Title: Vice President, Government Banking Relationship Manager
Date: 6/24/2006

FOR THE UNITED STATES OF AMERICA, DOE
RICHLAND OPERATIONS OFFICE

Signature Sally A. Sieracki

Name: Sally A. Sieracki
Title: Contracting Officer
Date: 3 Jul 06

Note

The Contractor, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CONTRACTOR CERTIFICATE

I, Norman G. Powell, certify that I am the Vice President of Business Services of the corporation named as Contractor herein; that Margaret A. Davis who signed this Agreement on behalf of the Contractor is Business Manager and CFO of said corporation; that Margaret A. Davis, who signed this Agreement on behalf of the Contractor is and "Authorized Person" of said corporation, and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Signature Norman G. Powell

(Corporate Seal)

151

Note

Financial Institution, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

FINANCIAL INSTITUTION CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Financial Institution herein; that _____ who signed this Agreement on behalf of the Financial Institution is _____ of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Signature _____

(Corporate Seal)

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0011 Nuclear Material Stabilization and Disposition (PFP Closure Project)

Allocated Fee: \$18.2M of the fee available in PHMC Clause B.4

PERFORMANCE OBJECTIVE 1: Continue to make progress toward Deactivation, Decommissioning, Decontamination and Dismantlement of the PFP Complex facilities in support of the 2016 end point.

Performance Objective 1a: Accelerate internal cleanout of 234-5Z glove boxes.

\$2.1M may be earned as progress payment in three increments for clean-out of up to three 234-5Z glove boxes to be identified by FH.

\$3.0M may be earned as progress payment in three increments for clean-out of up to three 234-5Z glove boxes to be mutually agreed to by FH and DOE.

\$3.0M may be earned as progress payment in three increments for clean-out of up to three 234-5Z glove boxes to be mutually agreed to by FH and DOE.

\$1.9M may be earned as progress payment for clean-out of 234-5Z glove box HA-23.

If de-inventory activities are initiated, partial payment of fee will be made based on the EVMS percent complete. Remaining unearned fee will be reallocated to de-inventory activities in Contingent Objective 1b.

Completion Criteria:

- Glove box cleanout is considered complete when all internal process equipment has been removed and waste has been dispositioned.

Government Furnished Services/Items:

None identified.

CONTINGENT OBJECTIVE 1b: PFP De-inventory

Performance Objective 1b: Achieve progress toward de-inventory of PFP DOE-STD-3013 containers and unirradiated fuel by 30 September 2009.

\$TBD may be earned as progress payment in TBD increments for shipment of TBD 3013 containers to an offsite receiving facility.

Once de-inventory activities are initiated, any unearned fee from Performance Objective 1a will be allocated to Performance Objective 1b and the number of increments and shipments will be established.

Completion Criteria:

- SNM shipment is considered completed when the shipment leaves the PFP PA.

Government Furnished Services/Items:

- DOE will initiate procurement of approximately 1000 additional 9975 shipping containers (at an estimated cost of \$8,602 per container) within 30 days of authorization to ship with delivery in time to support required 3013 shipping schedule.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0011 Nuclear Material Stabilization and Disposition (PFP Closure Project)

Allocated Fee: \$18.2M of the fee available in PHMC Clause B.4

- DOE will provide the necessary SGTs to support completion of 3013 de-inventory by 2009 with no more than 3 SGT convoy shipments in any one month.
- DOE will provide the contractor authorization to ship 3013 containers 3 months prior to the start of shipments.
- DOE will provide NNSA-OST Arm/Disarm training within 30 days of authorization to ship.
- DOE will provide approval of the pending revision to the Shipper-Receiver Agreement within 30 days of authorization to ship.
- DOE will certify the Hanford Un-irradiated Fuel Package (HUFPP) for use by February 28, 2008.
- DOE will authorize early procurement of the HUFPP by December 31, 2007.

PERFORMANCE OBJECTIVE 2: Demolish PFP consistent with the Action Memoranda, including disposal of all waste generated during D&D and demolition activities.

Performance Objective 2a: Transition and dismantle the 241-Z complex per the PFP Complex End Point Criteria, Removal Action Work Plan, and in accordance with TPA Milestone M-083-42 by 30 September 2007.

\$0.5M may be earned as progress payment upon submittal of Operator Certification and Professional Engineer Certification on the RCRA 241-Z Closure by 30 March 2007.

\$2.5M may be earned as progress payment upon transition of the 241-Z high-level waste storage tank facility to demolition ready by 30 June 2007.

\$2.5M may be earned as progress payment for demolition of 241-Z/ZA to slab-on-grade by 30 September 2007.

Completion Criteria:

- The Operator Certification and Professional Engineer Certification are complete upon submittal to DOE.
- 241-Z is considered ready for demolition in accordance with the approved Removal Action Work Plan for Above Grade Structures: Ancillary Facility Demolition (DOE/RL-2005-15).
- Transition of 241-Z is complete when the facility specific end point criteria have been met consistent with the end point criteria document and signed off complete and submitted to RL in accordance with the TPA Milestone.

Government Furnished Services/Items:

None identified.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0011 Nuclear Material Stabilization and Disposition (PFP Closure Project)

Allocated Fee: \$18.2M of the fee available in PHMC Clause B.4

Performance Objective 2b: Submit the necessary regulatory documentation to initiate transition of 216-Z-9 Crib Complex.

\$0.2M may be earned as progress payment upon submittal of the Removal Action Work Plan for 216-Z-9 Crib Complex by 30 September 2008.

\$0.5M may be earned as progress payment upon completion of the 216-Z-9 facility condition analysis by 30 September 2008.

Completion Criteria:

- The Removal Action Work Plan is complete upon submittal to RL.
- The 216-Z-9 facility condition analysis is considered complete when the analysis field work has been completed and a sub-project execution plan has been submitted to RL.

Government Furnished Services/Items:

None identified.

Performance Objective 2c: Implement the necessary lay-up activities to place PFP in a safe configuration until D&D resumes.

\$2.0M may be earned in equal progress payments for completion of the following lay-up activities:

- 26" vacuum demister #1
- Sampling of 26" vacuum
- 242-Z Airlock lay-up scope
- Drain liquids in Pulser glove box
- Stabilize the 291-Z duct

Completion Criteria:

- Remove the tar like substance from the glass vessel in Demister 1: removal of the demister is not required (Lay-up plan action 3).
- Collect 4 samples from the polycube effected portion of the 26 inch vacuum line (Lay-up plan action 4).
- Remove the lead-acid batteries from the manlift in airlock west of the 242-Z tank room (Lay-up plan action 59) and remove the combustible containment tent on the west side of 242-Z (Lay-up plan action 60).
- Remove and package the liquid on the floor of the pulser glove box in 236-Z room 43 (Lay-up plan action 67).
- Stabilize the galvanized duct section in building 291-Z that used to connect the 232-Z ventilation system to 291-Z. The duct will be stabilized in a manner to provide containment during lay-up (Lay-up plan action 62).

Government Furnished Services/Items:

None identified.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0011 Nuclear Material Stabilization and Disposition (PFP Closure Project)

Allocated Fee: \$18.2M of the fee available in PHMC Clause B.4

OVER TARGET

Performance Objective 2d: Complete remaining FY 2008 lay-up work scope per the Lay-up Plan.

- a. Install HEPA Filter on Drain Roof Vent
- b. Install HEPA Filter on Rigid Containment Room 1
- c. Drain hydrofluoric acid
- d. Drain vent nitric acid feed lines
- e. Mitigation of open emergency exhaust valve

Signatures:

R. G. Gallagher, President & Chief Executive Officer
Fluor Hanford, Inc.

Date

K. A. Klein, Manager Richland Operations Office

Date

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0012 SNF Stabilization and Disposition (K-Basins Closure Project)

Allocated Fee: \$8.5M of the fee available in PHMC Clause B.4

PERFORMANCE OBJECTIVE 1: Deactivate and Remove K-East Basin

Performance Objective 1a: Complete removal of found fuel and scrap from K-East Basin by 31 May 2007.

\$1.0M may be earned as progress payment upon completion of Performance Objective 1a by 31 May 2007.

Completion Criteria:

- The Fuel Transfer System cask containing K-East found fuel and scrap is removed from K-East Basin and K-East Basin is declared fuel free by FH Safeguards.

Government Furnished Services/Items:

None identified.

Performance Objective 1b: Complete transfer of sludge from K-East Basin in accordance with DNFSB Commitment 122E and TPA Milestone M-034-34 by 31 May 2007.

\$2.0M may be earned as progress payment upon completion of Performance Objective 1b by 31 May 2007.

Completion Criteria:

- Final sludge transfers through the Hose-in-Hose System have been completed.

Government Furnished Services/Items:

None identified.

PERFORMANCE OBJECTIVE 2: Deactivate K-West Basin.

Performance Objective 2a: Complete K-West sludge containerization in accordance with DNFSB commitment 119W and TPA Milestone M-034-35A by 31 July 2007.

\$3.0M may be earned as progress payment upon completion of Performance Objective 2a by 30 June 2007, decreasing linearly to 50% of fee by 31 July 2007.

Completion Criteria:

- The entire basin and pit floor surface has been completely vacuumed to expose the concrete floor.
- Any identifiable spent nuclear fuel discovered during vacuuming of sludge will be characterized, segregated and scheduled for removal from the K-West Basin.
- All debris in the basin shall have been washed to remove visible surface sludge.

Government Furnished Services/Items:

- The bulk sludge end point criteria document is approved by RL within 60 days of FH submittal.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0012 SNF Stabilization and Disposition (K-Basins Closure Project)

Allocated Fee: \$8.5M of the fee available in PHMC Clause B.4

PERFORMANCE OBJECTIVE 3: Treat K Basin Sludge

Performance Objective 3a: Complete Sludge Treatment Project Cold Vacuum Drying Facility (CVDF) major modifications by 30 September 2007 as necessary to begin installation of the Contractor's Stabilization and Packaging System major systems.

\$2.5M may be earned as progress payment upon completion of Performance Objective 3a by 30 September 2007.

Completion Criteria:

- Completion of construction of 15 Facility Modification Packages (FMPs) required to permit initiation of installation of the Contractor's Stabilization and Packaging System major systems (Corrosion System, Assay System, and MOSS) in the CVDF. The 15 specific FMPs are as identified below:
 - a. HNF-FMP-06-30718-R0, Modify Bay 2 South Mezzanine Fire Protection
 - b. HNF-FMP-06-29992-R0, Relocate Bay 2 Crane Controls and Relocate/Remove Conduit at Mezzanine.
 - c. HNF-FMP-05-27939-R0, Remove CVDF Bay 2 South Mezzanine
 - d. HNF-FMP-06-29993-R0, Remove/Relocate CVDF Bay 2 Conduit
 - e. HNF-FMP-06-29991-R0, Relocate CVDF Seismic System
 - f. HNF-FMP-05-27981-R0, Provide CVDF Electrical Panel(s) With Disconnect(s)
 - g. HNF-FMP-06-TBD, Relocate CVDF Bay 1 Storage Cabinet
 - h. HNF-FMP-05-27981, Remove and Store CVDF Spare SCIC Cabinets
 - i. HNF-FMP-TBD, Modify CVDF Fire Protection System
 - j. HNF-FMP-TBD, Bridge Crane Structural Modifications
 - k. HNF-FMP-TBD, Bridge Crane Electrical Modifications
 - l. HNF-FMP-TBD, Install Air Inlet Into Bay 1
 - m. HNF-FMP-TBD, Relocate CVD Bay 2 & 3 Spare Piping
 - n. HNF-FMP-06-30300-R0, Remove CVDF Bay 1 PWC Equipment
 - o. HNF-FMP-TBD, Provide Large Wall Penetration Between CVDF Bays 2 and 3

Government Furnished Services/Items:

None identified

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0012 SNF Stabilization and Disposition (K-Basins Closure Project)

Allocated Fee: \$8.5M of the fee available in PHMC Clause B.4

OVER TARGET

Performance Objective 2b: Complete removal of found fuel and scrap from K-West Basin.

Performance Objective 2c: Complete garnet filter media disposal.

Performance Objective 3b: Complete Sludge Treatment Project Cold Vacuum Drying Facility major modifications.

Performance Objective 3c: Complete installation of Contractor's Stabilization and Packaging System and Retrieval and Transfer System.

Performance Objective 3d: Initiate Sludge Treatment Project Construction Acceptance Testing (CAT).

Signatures:

R. G. Gallagher, President & Chief Executive Officer
Fluor Hanford, Inc.

Date

K. A. Klein, Manager Richland Operations Office

Date

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0013 Solid Waste Stabilization and Disposition

Allocated Fee: \$28.3M of the fee available in PHMC Clause B.4

PERFORMANCE OBJECTIVE 1: Reduce the risk of continued interim storage of TRU waste.

Performance Objective 1a: Certify or ship 448 m³ (2,848 m³ cumulative toward TPA Milestone M-91-42) of TRU by 30 September 2008.

\$1.5M may be earned as progress payment for certification of a cumulative total of 2,668 m³ of TRU waste towards TPA Milestone M-91-42 by 30 September 2008.

\$1.2M may be earned as progress payment for certification of each of three additional increments of 60 m³ to a cumulative total of 2,848 m³ of TRU waste by 30 September 2008.

Performance Objective 1b: Certify 80% of legacy TRU waste (placed in storage prior to January 2003) in storage at the Solid Waste Operations Complex by 30 September 2008.

\$1.0M may be earned as progress payment for certification of 80% of legacy TRU waste (placed in storage prior to January 2003) in storage at the Solid Waste Operations Complex by 30 September 2008.

Completion Criteria for 1a and 1b:

- Certify TRU for subsequent shipment to WIPP.

Note the following:

- Certification is defined as waste containers that meet all acceptance criteria for WIPP and are input to WWIS.
- One 55-gallon drum is defined as .208 m³ of TRU.
- One 85-gallon drum is defined as .333 m³ of TRU.
- One standard waste box is defined as 1.8 m³ of TRU.
- FHI Cost Underrun Funded Performance Incentives bring the M-91-42 cumulative total to 2,400 m³.
- A point adjustment from 0.2 m³ per drum to 0.208 m³ per drum will be applied to both increments and cumulative volumes.

Government Furnished Services/Items:

None identified.

PERFORMANCE OBJECTIVE 2: Remove the threat of release to the environment of suspect TRU per TPA Milestone M-91-40.

Performance Objective 2a: Retrieve 4,125 m³ (9,085 m³ cumulative toward TPA Milestone M-91-40) of suspect TRU by 30 September 2008.

\$20.9M may be earned as progress payment for retrieval of 11 increments of 375 m³ of suspect TRU (4,125 m³ total) towards a cumulative total of 9,085 m³ towards TPA Milestone M-91-40 by 30 September 2008.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0013 Solid Waste Stabilization and Disposition

Allocated Fee: \$28.3M of the fee available in PHMC Clause B.4

Performance Objective 2b: Complete TPA Milestone M-91-40E (7,200 m³ cumulative total) by 31 December 2007.

\$1.0M may be earned as progress payment for completion of a cumulative total of 7,200 m³ towards TPA Milestone M-91-40E by 31 December 2007.

Completion Criteria for 2a and 2b:

- Retrieve suspect TRU from those locations as defined in the Hanford Federal Facility Agreement and Consent Order M-91 Series (Settlement Agreement).

Note the following:

- Retrieval is defined as removing the drums or boxes from the stack, making a determination as to TRU or non-TRU, performing designation, and transportation to a TSD or other compliant disposal facility. For purposes of completing this Performance Incentive, TRU and TRUM (TRU Mixed) are considered synonymous.
- One 55-gallon drum is defined as .208 m³ of TRU.
- One 85-gallon drum is defined as .333 m³ of TRU.
- One standard waste box is defined as 1.8 m³ of TRU.
- A point adjustment from 0.2 m³ per drum to 0.208 m³ per drum will be applied to both increments and cumulative volumes.

Government Furnished Services/Items:

None identified.

PERFORMANCE OBJECTIVE 3: Reduce the risk of continued interim storage of Mixed Low Level Waste.

Performance Objective 3a: Treatment and/or disposition of 415 m³ (5,615 m³ cumulative total toward TPA Milestone M-91-42) of Mixed Low-Level Waste by 30 September 2008.

\$1.25M may be earned as progress payment for treatment and/or disposition of 5 increments of 83 m³ each (415 m³ total) for a cumulative total of 5,615 m³ of MLLW towards TPA Milestone M-91-42 by 30 September 2008.

Performance Objective 3b: Treatment and/or disposition of 300 m³ cumulative total toward TPA milestone M-91-43. This will be done by establishing and demonstrating contact-handled MLLW treatment capability for 106 m³ of oversize containers sized between 10 and 35 m³ by 30 June 2008.

\$0.1M may be earned as progress payment for treatment and/or disposition of a cumulative total of 300 m³ of contact-handled MLLW towards TPA Milestone M-91-43 by 30 June 2008.

Performance Objective 3c: Complete TPA Milestone M-91-12 by 16 November 2007.

\$0.1M may be earned as progress payment for completion of TPA Milestone M-91-12 by 16 November 2007.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0013 Solid Waste Stabilization and Disposition

Allocated Fee: \$28.3M of the fee available in PHMC Clause B.4

Completion Criteria 3a-c:

- Treatment and/or disposition of Mixed Low-Level Waste.

Note the following:

- Mixed Low-Level Waste that has been treated by the generator may be directly disposed and counted towards the required volumes of this Performance Incentive.
- Volumes under this Performance Incentive are pretreatment volumes and consistent with M-91 Milestones.
- Waste currently categorized as MLLW, and in storage, may be counted towards the required volumes of this Performance Incentive if regulatory requirements for disposal are met.
- Decommissioned Naval Reactor Compartments may not be counted towards the required volumes of this Performance Incentive.
- Establish an off-site treatment contract and treatment and/or disposal of 106 m³ of containers between 10 and 35 m³ CH-MLLW.
- One 55-gallon drum is defined as .208 m³ of TRU.
- One 85-gallon drum is defined as .333 m³ of TRU.
- One standard waste box is defined as 1.8 m³ of TRU.
- A point adjustment from 0.21 m³ per drum to 0.208 m³ per drum will be applied to both increments and cumulative volumes.

Government Furnished Services/Items:

None identified.

Performance Objective 3d: Complete a report for designation and treatment path forward of MLLW stored in the Solid Waste Operations Complex facilities on 30 September 2006 by 30 September 2007.

\$0.2M may be earned as progress payment for completion of a report for designation and treatment path forward of MLLW in storage at Solid Waste Operations Complex by 30 September 2007.

Completion Criteria for 3d:

- Submittal of report to RL for Performance Objective 3d by 30 September 2007.

Government Furnished Services/Items:

None identified.

PERFORMANCE OBJECTIVE 4: Process inventory in LERF Basin 44.

Performance Objective 4a: Process LERF Basin 44 inventory of ~4 million gallons by 30 September 2008.

\$1.05M may be earned as progress payment for processing Basin 44 inventory of ~4 million gallons in six increments of ~670,000 gallons each by 30 September 2008.

Completion Criteria:

- The amount of water in Basin 44 on 30 September 2008 is at the empty level that has been negotiated with the regulatory agencies plus volumes received during FY 2007 and FY 2008.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0013 Solid Waste Stabilization and Disposition

Allocated Fee: \$28.3M of the fee available in PHMC Clause B.4

Government Furnished Services/Items:

None identified.

OVER TARGET

Performance Objective 1a: Certify or ship an additional 360 m³ (3,208 m³ cumulative) of TRU waste by 30 September 2008.

Performance Objective 3a.1: Treatment and/or disposition of an additional 1,120 m³ (6,520 m³ cumulative) of Mixed Low-Level Waste by 31 December 2007.

Performance Objective 3a.2: Treatment and/or disposition of an additional 1,415 m³ (8,150 m³ cumulative) of Mixed Low-Level Waste by 30 September 2008.

Performance Objective 3b.1: Treatment and/or disposition of an additional 100 m³ (400 m³ cumulative) of large containers by 30 September 2008.

Performance Objective 3b.2: Complete Conceptual Design Report for large container and remote handle capabilities towards completion of TPA Milestone M-91-01 by 30 September 2008.

Performance Objective 3c: Complete treatment and disposition of remaining legacy M-91-42 MLLW (placed in storage prior to January 2003) by 30 September 2008. (Volumes/waste streams to be agreed to by RL).

Signatures:

R. G. Gallagher, President & Chief Executive Officer
Fluor Hanford, Inc.

Date

K. A. Klein, Manager Richland Operations Office

Date

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0030 Soil and Water Remediation – GWVZ Nuclear Facility

Allocated Fee: \$8.3M of the fee available in PHMC Clause B.4

PERFORMANCE OBJECTIVE 1: Implement Groundwater Remedies.

Performance Objective 1a: Install and complete three months of operation of the 100-K West pump and treatment system averaging at least 50 gallons per minute to address the groundwater chromium plume by 31 July 2007.

\$1.7M may be earned as progress payment upon completion of Performance Objective 1a by 31 July 2007.

Completion Criteria:

- The pump and treatment system shall have a nominal treatment capacity of 100 gallons per minute with extraction from at least four wells and injection into at least two wells. Submit a letter certifying that FH has completed three months of pump and treatment system operations at 100-K West at an average rate of 50 gallons per minute.

Government Furnished Services/Items:

None identified.

Performance Objective 1b: Complete two months of treatability testing using the electro coagulation treatment in the 100-D area averaging at least 25 gallons per minute to address the groundwater chromium plume by 30 September 2007.

\$1.0M may be earned as progress payment upon completion of Performance Objective 1b by 30 September 2007.

Completion Criteria:

- The pump and treatment system shall have a nominal treatment capacity of 50 gallons per minute. Submit a letter certifying that FH has completed two months of electro coagulation system operations in the 100-D Area at an average rate of 25 gallons per minute.

Government Furnished Services/Items:

None identified.

PERFORMANCE OBJECTIVE 2: Develop and implement a field investigation plan to locate a significant source of chromium contamination within the 100-D Area by 30 September 2008.

\$0.6M may be earned as progress payment upon completion of Performance Objective 2 by 30 September 2008.

Completion Criteria:

- The field investigation plan has been written and approved.
- The approved field investigation plan has been implemented.
- FH has submitted a letter report to RL documenting the status of the implementation of the approved field investigation plan. The letter report will clearly state the field investigation approaches and methods used; it will document the well drilling and sampling completed; and it will document the preliminary findings, conclusions, and recommendations.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0030 Soil and Water Remediation – GWVZ Nuclear Facility

Allocated Fee: \$8.3M of the fee available in PHMC Clause B.4

Government Furnished Services/Items:

- DOE-RL's approval of the field investigation plan within 30 days of submittal by FH.

PERFORMANCE OBJECTIVE 3: Ensure the Protectiveness of Remedial Actions

Performance Objective 3a: Complete the installation of a minimum of 15 wells from the TPA Milestone M-24 list and attain the CY07 TPA Milestone M-24-57M by 15 December 2007.

\$0.8M may be earned as progress payment upon completion of Performance Objective 3a by 15 December 2007.

Performance Objective 3b: Complete the installation of a minimum of 15 wells during FY08 and attain the CY08 TPA Milestone M-24-57P by 30 September 2008.

\$0.8M may be earned as progress payment upon completion of Performance Objective 3b by 30 September 2008.

Completion Criteria for 3a and 3b:

- Complete drilling wells and submit a letter that documents completion of TPA Milestone M-024-57 and that certifies the wells are sample-ready.

Government Furnished Services/Items:

None identified.

Performance Objective 3c: Submit the 200-BP-5 and 200-PO-1 Groundwater Remedial Investigation (RI) Draft A Work Plans to RL by 31 March 2007 and 30 September 2007, respectively.

\$0.5M may be earned as progress payment upon completion of the 200-BP-5 RI Draft A Work Plan by 31 March 2007.

\$0.5M may be earned as progress payment upon completion of the 200-PO-1 RI Draft A Work Plan by 30 September 2007.

Completion Criteria:

- Submittal of Draft A of the 200-BP-5 and 200-PO-1 Remedial Investigation Work Plans to RL by 31 March 2007 and 30 September 2007, respectively.

Government Furnished Services/Items:

None identified.

Performance Objective 3d: Submit the Draft A 200-ZP-1 Feasibility Study/Proposed Plan to RL by 30 September 2007.

\$0.8M may be earned as progress payment upon submittal of the Draft A 200-ZP-1 Feasibility Study/Proposed Plan to RL by 30 September 2007.

Completion Criteria:

- Submittal of the Draft A 200-ZP-1 Feasibility Study/Proposed Plan to RL by 30 September 2007.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0030 Soil and Water Remediation – GWVZ Nuclear Facility

Allocated Fee: \$8.3M of the fee available in PHMC Clause B.4

Government Furnished Services/Items:

None identified.

PERFORMANCE OBJECTIVE 4: Complete the transition and integration of Groundwater Monitoring work scope from PNNL and perform Groundwater Monitoring in support of RCRA, CERCLA, and AEA Compliance.

Performance Objective 4a: Submit the annual Hanford Site Groundwater Monitoring Report by 01 March 2007 and complete ninety percent (90%) of the groundwater monitoring well samples, as identified in the FY 2007 Integrated Sampling Schedule, by 30 September 2007.

\$0.4M may be earned as progress payment upon completion of the Hanford Site Groundwater Monitoring Report by 01 March 2007.

\$0.5M may be earned as progress payment upon completion of Performance Objective 4a by 30 September 2007.

Performance Objective 4b: Submit the annual Hanford Site Groundwater Monitoring Report by 01 March 2008 and complete ninety percent (90%) of the groundwater monitoring well samples, as identified in the FY 2008 Integrated Sampling Schedule, by 30 September 2008.

\$0.3M may be earned as progress payment upon completion of the Hanford Site Groundwater Monitoring Report by 01 March 2008.

\$0.4M may be earned as progress payment upon completion of Performance Objective 4b by 30 September 2008.

Completion Criteria for 4a and 4b:

- Submit the annual Hanford Site Groundwater Monitoring Report.
- Perform required well sampling and submit a letter that transmits a field sampling summary table documenting the wells sampled and the completion percentage in support of the groundwater monitoring integrated sampling schedule.

Government Furnished Services/Items:

None identified.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0030 Soil and Water Remediation – GWVZ Nuclear Facility

Allocated Fee: \$8.3M of the fee available in PHMC Clause B.4

OVER TARGET

Performance Objective 1c: Expand the 100-KR-4 pump and treatment system to address the groundwater chromium plume and complete three months of operation, averaging an increased treatment rate of at least 160 gallons per minute by 30 September 2008.

Performance Objective 1d: Complete the groundwater plume characterization actions required by the CERCLA Five Year Review for the 100-K Area and 100-H Area by 30 September 2008.

Performance Objective 5: Complete decommissioning of 100 wells by 30 September 2008.

Signatures:

R. G. Gallagher, President & Chief Executive Officer
Fluor Hanford, Inc.

Date

K. A. Klein, Manager Richland Operations Office

Date

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0040 Nuclear Facility D&D – Remainder of Hanford

Allocated Fee: \$4.6M of the fee available in PHMC Clause B.4

PERFORMANCE OBJECTIVE 1: Execute U Zone Prototype Remediation.

Performance Objective 1a: Complete sampling and characterization of 241-U-361 Tank by 31 March 2008.

\$1.0M may be earned as progress payment upon sampling and characterizing the contents of the 241-U-361 Tank by 31 March 2008. This is a phased approach with 25% of the fee to be earned at the completion of Phase I by 31 March 2007, 50% of the fee to be earned at the completion of Phase II by 30 September 2007, and 25% of the fee to be earned at the completion of Phase III by 31 March 2008.

Completion Criteria:

- Phase I: Make a video record, and collect dose rates of the inside of the 241-U-361 Tank. Completion of these tasks shall be based on the close out of the associated work package(s) by 31 March 2007.
- Phase II: Gain approval of the Sampling Analysis Plan (SAP) for the contents of the 241-U-361 Tank, obtain sample(s) in accordance with the approved SAP, and deliver the sample(s) to an appropriate lab by 30 September 2007.
- Phase III: Characterize the contents of the 241-U-361 Tank based on the sample results from Phase II and document in a final analysis report submitted to RL by 31 March 2008.

Government Furnished Services/Items:

None identified.

PERFORMANCE OBJECTIVE 2: Remedial Investigation at BC Cribs & Trenches.

Performance Objective 2a: Develop and submit to RL, a Draft A, Excavation Treatability Test Plan (including SAP) for the 200 Area BC Cribs and Trenches by 31 May 2007.

\$0.1M may be earned as progress payment upon submittal of the 200 Area BC Cribs and Trenches Excavation Treatability Test Plan by 31 May 2007.

Completion Criteria:

- The 200 Area BC Cribs and Trenches Excavation Treatability Test Plan, Draft A submitted to RL.

Government Furnished Services/Items:

None identified.

Performance Objective 2b: Complete phase one of the BC Cribs and Trenches Excavation Treatability Test Plan (trench characterization by direct push technology), under Performance Objective 2a by 30 November 2007.

\$0.5M may be earned as progress payment upon completion of phase one of the 200 Area BC Cribs and Trenches Excavation Treatability Test Plan by 30 November 2007.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0040 Nuclear Facility D&D – Remainder of Hanford

Allocated Fee: \$4.6M of the fee available in PHMC Clause B.4

Completion Criteria:

- Completion of Phase I BC Cribs and Trenches Excavation Treatability Test as defined in the Draft A Test Plan including logging, evaluation of results, and delivery of characterization report for no more than 25 direct pushes.

Government Furnished Services/Items:

- RL approval for concurrent FH internal draft and RL Decisional Draft A reviews.

Performance Objective 2c: Complete characterization of potential contamination plume in the BC Cribs and Trenches by 30 September 2008 to validate HRR and to provide additional data to support the Deep Vadose Zone Treatability Test and BC Cribs and Trenches Feasibility Study.

\$0.5M may be earned as progress payment upon completion of field investigation and sample analysis by 30 September 2008. This is a phased approach with 20% of fee to be earned at completion of Phase I by 30 March 2007; 60% of fee to be earned at completion of Phase II; and 20% of fee to be earned at completion of Phase III.

Completion Criteria:

- Phase I: Complete DQO/SAP and transmit Draft A to RL by 30 March 2007.
- Phase II: Complete drilling and sampling of three boreholes consistent with the requirements of the SAP that will be approved no later than 30 June 2007.
- Phase III: Issue HRR Validation Report to RL.

Government Furnished Services/Items:

None identified.

Performance Objective 2d: Complete phase 2a of the BC Cribs and Trenches Excavation Treatability Test Plan (excavation of initial 1/3 of a scavenged waste trench), under Performance Objective 2a by 31 July 2008.

- \$0.5M may be earned as progress payment upon completion of the Phase 2a portion of the BC Cribs and Trenches Treatability Test Plan by 31 July 2008.

Completion Criteria:

- Completion of Phase 2a of the treatability test as defined in the BC Cribs and Trenches Excavation Treatability Test Plan (not to exceed excavation and associated soil sampling/analysis of a third of a scavenged waste trench).

Government Furnished Services/Items:

- RL transmittal of the BC Cribs and Trenches Excavation Treatability Test Plan and SAP, within 14 days of FH submittal of Draft A by 30 May 2007, to support EPA approval by 30 November 2007 following a six month review / comment period.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0040 Nuclear Facility D&D – Remainder of Hanford

Allocated Fee: \$4.6M of the fee available in PHMC Clause B.4

PERFORMANCE OBJECTIVE 3: Complete Central Plateau Remediation Project Definition.

Performance Objective 3a: Provide a Project Execution Plan reflective of an integrated groundwater and source unit approach, including M-13/M-15/M-16/M-20 and Tank Farm vadose zone work scope by 31 March 2007.

\$0.25M may be earned as progress payment upon transmittal of the FH approved Project Execution Plan to RL by 31 March 2007.

Completion Criteria:

- Transmittal of the FH approved Project Execution Plan to RL for information by 31 March 2007.

Government Furnished Services/Items:

- RL will provide written guidance to FH on implementation of DOE response to recommendations in Conference Report 109-275 by 31 October 2006.

Performance Objective 3b: Develop a Hanford Central Plateau Cleanup and Configuration Control specification document, providing functional requirements and key decision parameters by 30 September 2007.

\$0.25M may be earned as progress payment upon submittal of the draft Hanford Central Plateau Cleanup and Configuration Control specification to RL for review by 30 September 2007.

Completion Criteria:

- Transmittal of the draft Hanford Central Plateau Cleanup and Configuration Control specification to RL for review by 30 September 2007.

Government Furnished Services/Items:

None identified.

PERFORMANCE OBJECTIVE 4: Complete Nuclear Facility Hazard Reduction and Downgrade.

Performance Objective 4a: Complete 231-Z nuclear facility hazard reduction and submit documentation to DOE-RL requesting downgrade by 30 September 2008.

\$1.0M may be earned as progress payment upon submittal of the documentation requesting downgrade of 231-Z by 30 September 2008.

Completion Criteria:

- Complete 231-Z nuclear facility hazard reduction and submit documentation to DOE-RL requesting downgrade:
 - a) Characterize, package, and ship sufficient quantity of source material to support downgrading to less than hazard category 3 facility in compliance with HNF-PRO-8366.
 - b) Submit documentation to DOE-RL requesting downgrade of 231-Z facility from Nuclear Facility status.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0040 Nuclear Facility D&D – Remainder of Hanford

Allocated Fee: \$4.6M of the fee available in PHMC Clause B.4

Government Furnished Services/Items:

None identified.

Performance Objective 4b: Complete 224-T nuclear facility hazard reduction and downgrade by 30 September 2008.

\$0.5M may be earned as progress payment upon submittal of the documentation requesting downgrade of 224-T by 30 September 2008

Completion Criteria:

- Complete 224-T nuclear facility hazard reduction and submit documentation to DOE-RL requesting downgrade:
 - a) Characterize, package, and ship sufficient quantity of source material to support downgrading to less than hazard category 3 facility in compliance with HNF-PRO-8366.
 - b) Submit documentation to DOE-RL requesting downgrade of 224-T facility from Nuclear Facility status.

Government Furnished Services/Items:

None identified.

Signatures:

R. G. Gallagher, President & Chief Executive Officer
Fluor Hanford, Inc.

Date

K. A. Klein, Manager Richland Operations Office

Date

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0042 Nuclear Facility FFTF

Allocated Fee: \$2.5M of the fee available in PHMC Clause B.4

PERFORMANCE OBJECTIVE 1: Fast Flux Test Facility (FFTF) Complex Hazard Reduction

Performance Objective 1a: Transition the FFTF and support facilities to a low cost surveillance.

Performance Objective 1a.1: Transfer of mixed oxide test pins (ACO-3 & FO-2) to INL by 31 March 2007.

\$0.03M may be earned as progress payment upon completion of Performance Objective 1a.1 by 31 March 2007.

Government Furnished Services/Items:

- DOE will ensure that the INL Facility is ready for receipt of the test pins by 10 March 2007.

Performance Objective 1a.2: Complete excess of spare parts and vacating facilities (warehouses) outside the 400 Area protected area and turnover to owner by 30 September 2007.

\$0.07M may be earned as progress payment upon completion of Performance Objective 1a.2 by 30 September 2007.

Completion Criteria:

- FFTF spare parts have been removed from Buildings 4732-A, 4732-B and 4732-C as evidenced by inventory records and visual inspection. Selected spare parts for equipment to support final shutdown and interim S&M have been segregated and stored. Other remaining spares have been excessed. FFTF materials have been removed from Buildings 4814 and 4843, vacated as evidenced by inspection. The River Corridor Closure Contractor has accepted management of the listed, vacated buildings.

Government Furnished Services/Items:

None identified.

Performance Objective 1a.3: Complete sodium bonded fuel pins transfer from PFP to FFTF by 31 December 2006.

\$0.1M may be earned as progress payment upon completion of Performance Objective 1a.3 by 31 December 2006.

Completion Criteria:

- 87 sodium bonded fuel pins have been transferred from PFP to FFTF.

Government Furnished Services/Items:

None identified.

CARRYOVER FUNDED

Performance Objective 1a.4: Complete sodium bonded fuel transfer to INL by 31 May 2008.

\$0.9M may be earned as progress payment in six increments (two shipments each) for completion of sodium bonded fuel transfers to INL by 31 May 2008.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0042 Nuclear Facility FFTF

Allocated Fee: \$2.5M of the fee available in PHMC Clause B.4

Completion Criteria:

- All sodium bonded fuel has been transferred to the INL Facility. This includes:
 - 87 fuel pins previously transferred from PFP to FFTF (three pin containers).
 - Unirradiated test assembly MFF-8A.
 - Five intact, irradiated fuel assemblies.
 - Irradiated sodium bonded metal fuel pins from disassembled fuel assemblies (three pin containers).

Government Furnished Services/Items:

- DOE will ensure that the INL Facility is ready to initiate receipt of the sodium bonded fuel by 30 March 2007.
- DOE will ensure the T-3 Cask is available to ship the complete sodium bonded fuel assemblies by 30 August 2007.

Performance Objective 1a.5: Complete IEM cell and fuel handling equipment layup by 30 September 2008.

\$0.3M may be earned as progress payment upon completion of IEM cell and fuel handling equipment layup by 30 September 2008.

Completion Criteria:

- Required remote operations for the IEMC in support of IEMC and FHE Deactivation have been completed as follows:
 - Loaded waste containers removed from the IEMC.
 - Bulk sodium receptacles containing sodium removed from the IEMC and FHE and stored for future disposition (CLEM drip pots, BLTC drip cups, and Ident 15 and 17 drip containers).
 - 16 IEMC HEPA filters have been removed from the IEMC.
 - IEMC motor and gearbox fluids drained and removed to the extent practical.

Government Furnished Services/Items:

- DOE will ensure that the INL Facility is ready to initiate receipt of the sodium bonded fuel by 30 March 2007.
- DOE will ensure the T-3 Cask is available to ship the complete sodium bonded fuel assemblies by 30 August 2007.
- DOE will provide approval of the Disposable Solid Waste Cask OTRS by 15 May 2007.

Performance Objective 1a.6: Complete transition of FFTF and support facilities to low cost surveillance and maintenance mode by 30 September 2008.

\$0.1M may be earned as progress payment upon transition of FFTF and support facilities to low cost surveillance and maintenance mode by 30 September 2008.

Completion Criteria:

- All nuclear fuel has been removed from the facility to approved on-site or off-site locations.
- All bulk sodium has been drained to the Sodium Storage Facility.

RL CO _____ Date _____

FY 2007 - FY 2008 FHI PERFORMANCE INCENTIVE

Rev. 0, September 21, 2006

PBS: RL-0042 Nuclear Facility FFTF

Allocated Fee: \$2.5M of the fee available in PHMC Clause B.4

Government Furnished Services/Items:

- DOE will ensure that the INL Facility is ready to initiate receipt of the sodium bonded fuel by 30 March 2007.
- DOE will ensure the T-3 Cask is available to ship the complete sodium bonded fuel assemblies by 30 August 2007.
- DOE will provide approval of the Disposable Solid Waste Cask OTRS by 15 May 2007.

Performance Objective 1b: Disposition of FFTF sodium.

\$1.0M may be earned as progress payment upon completion of draining sodium pools from the primary MHTS large sodium valves by 30 September 2007.

Performance Objective 1b.1: Complete draining sodium pools from the primary MHTS large sodium valves by 30 September 2007.

Completion Criteria:

- The sodium pools have been removed from each of the three primary MHTS hot leg isolation valves (approximately 125 gallons each), each of the three primary MHTS cold leg isolation valves (approximately 70 gallons each), and each of the three primary MHTS loop check valves (approximately 35 gallons each) to the maximum extent practical.

Government Furnished Services/Items:

None identified.

Signatures:

R. G. Gallagher, President & Chief Executive Officer
Fluor Hanford, Inc.

Date

K. A. Klein, Manager Richland Operations Office

Date

RL CO _____ Date _____