

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE 1 OF 3 PAGES  
 2. AMENDMENT/MODIFICATION NO. **M236** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (If applicable) \_\_\_\_\_

6. ISSUED BY CODE \_\_\_\_\_ 7. ADMINISTERED BY (If other than Item 6) CODE \_\_\_\_\_  
 U.S. Department of Energy  
 Richland Operations Office  
 825 Jadwin Avenue, MSIN A7-80  
 Richland, WA 99352

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. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_  
 10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC06-96RL13200**  
 10B. DATED (SEE ITEM 13) **08/06/96**

CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning 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)  
 N/A \$0.00

**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: **Mutual Agreement and Clause I.16, DEAR 970.5204-2, Laws Regulations, and DOE Directives (DEC 2000)**
- 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.)

As summarized in the following pages, this modification:  
 Revises clause H.41 and incorporates new clauses H.52 and H.53 into Contract Section H;  
 Corrects Contract Section J, Appendix B, Part 3.0 and amends Parts 4.3.1 and 4.5.1;  
 Incorporates updated Section J, Appendix C;  
 Updates Contract Section J, Appendix I, Small Business Subcontracting Plan; and  
 Updates Section J, Appendix N, Special Bank Account Agreement.

Except as provided herein, all terms and conditions of the contract 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) \_\_\_\_\_  
 15B. CONTRACTOR/OFFEROR \_\_\_\_\_ 15C. DATE SIGNED **4/25/06** 16B. UNITED STATES OF AMERICA BY \_\_\_\_\_ 16C. DATE SIGNED **5/15/06**  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

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 DOE 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 DOE 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 DOE RL for information. DOE RL may direct their approval on any revision after their 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 Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. 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 on or after October 1, 2000 and before October 1, 2001 a ceiling limitation of \$1,620,000 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 on or after October 1, 2000 and before October 1, 2001 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 the coverages in the referenced regulations addressing the maximum per diem rates, the 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.33	PERFORMANCE OBJECTIVES, MEASURES, EXPECTATIONS, AND FEE DISTRIBUTION.....	H-21
H.34	SEGREGATION OF COSTS .....	H-26
H.35	PROVISIONAL PAYMENT OF FEE FOR COMPREHENSIVE AND ANNUAL PBI'S .....	H-26
H.36	SHARING EARNED FEES WITH EMPLOYEES .....	H-26
H.37	RESERVED .....	H-27
H.38	RESERVED .....	H-27
H.39	CONTRACTOR CONTROLLED INSURANCE PROGRAM .....	H-27
H.40	INDIRECT COST ALLOCATIONS.....	H-27
H.41	AUTHORIZATION AGREEMENTS.....	H-27
H.42	RESERVED.....	H-28
H.43	LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 1999) .....	H-28
H.44	LOBBYING RESTRICTION (DEPARTMENT OF INTERIOR & RELATED AGENCIES APPROPRIATIONS ACT, 1999).....	H-28
H.45	TRAVEL RESTRICTIONS.....	H-28
H.46	OCCUPATIONAL MEDICAL RECORDS AND RADIATION EXPOSURE RECORDS .....	H-30
H.47	WORKERS' COMPENSATION .....	H-30
H.48	AGREEMENT REGARDING PROPOSED CLAUSES .....	H-31
H.49	ALTERNATIVE DISPUTE RESOLUTION .....	H-31
H.50	CLAUSES RELATED TO DOE ORDER 350.1, CHANGE 1.....	H-32
H.51	CONDITIONAL PAYMENT OF FEE (CPOF) SITE SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS .....	H-32
H.52	COUNTERINTELLIGENCE (CI) SITE SPECIFIC REQUIREMENTS.....	H-35
H.53	ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS) .....	H-35

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 Contract Clause I.98, DEAR 970.5204-1 (SEP 1997), Counterintelligence, by establishing a site specific Counterintelligence (CI) Program through the authority of the 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 CI, Richland Regional Office (OCI/RL). The Contractor agrees to fulfill the requirements of Clause I.98 by compliance with the DOE CI Program requirements defined in the SCSP and the SCSP will be incorporated in Section J, Appendix C of this contract.

## **H.53 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS)**

Subcontract reporting as required by Clause I.28 and FAR 52.219-9 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.

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.

Major Subcontractors – Subcontractors included in the terms of this Appendix B and throughout this contract are:

Numatec Hanford Corporation  
Duratek Federal Services of Hanford, Inc.

Credited Service – Length of service for employees shall mean employment with the Contractor or Major Subcontractors 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.

#### 4.2.2 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 Major Subcontractors' 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

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

**PART III – LIST OF DOCUMENTS  
EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**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 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 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 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 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
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

Document Number	Title
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
17 USC 506	Copyright Infringement and Remedies, Criminal Offences
18 USC 2319	Stolen Property, Criminal Infringement of a Copyright
33 USC 1251-1376	Clean Water Act
42 USC 13101	Findings & Policy
42 USC 13106	Source Reduction & Recycling Data Collection
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

<b>Document Number</b>	<b>Title</b>
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- 65	Asbestos Removal and Encapsulation
WAC 446-65	WAC Commercial Motor Vehicle Regulations
WAC 470-12	Transporting Rules

### **J.C.1.6 Permits**

<b>Document Number</b>	<b>Title</b>
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**

<b>Document Number</b>	<b>Title</b>
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 414.1C	Quality Assurance
CRD O 433.1	Maintenance Management Program for DOE Nuclear Facilities
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 M 474.1-2A	Nuclear Materials Management and Safeguards System Reporting and Data Submission 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
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 200.1 (Supp Rev 1)	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 M 231.1-2 (Supp Rev 3)	Occurrence Reporting and Processing of Operations Information
CRD O 420.1A (Supp Rev 2)	Facility Safety (Implement per RL letter 03-PRO-0502, dated 6/13/03 directing implementation of phase 1, not phase 2)
CRD O 425.1B (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

Document Number	Title
CRD O 440.1A (Supp Rev 0)	Worker Protection Management of DOE Federal and Contractor Employees
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 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 M 474.1-1B (Supp Rev 0)	Manual for Control and Accountability of Nuclear Materials
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-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/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
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)
61 FR 10736, March 15, 1996, Doc. 96-6291	Record of Decision: Management of Spent Nuclear Fuel From the K Basins
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

<b>Document Number</b>	<b>Title</b>
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)**

<b>Document Number</b>	<b>Title</b>
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	Spent Nuclear Fuel Project Authorization Agreement
HNF-5810	324 Building Deactivation Project Authorization Agreement 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

### **J.C.2.7 Acceptance Criteria**

<b>Document Number</b>	<b>Title</b>
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
(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.

**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 2006**

**September 2005**

**(consisting of 7 pages including this cover page)**

**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 Dis-advantaged, 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 N**

**SPECIAL BANK ACCOUNT AGREEMENT FOR USE WITH  
THE CHECKS – PAID METHOD OF LETTER OF CREDIT  
FINANCING**

**OCTOBER 1, 2000, THROUGH MARCH 31, 2006**  
(consisting of twelve pages including this cover page)

FLUOR HANFORD, INC.  
CONTRACT NO. 402794-A-C3

MODIFICATION 5

SCHEDULE

I. RECITALS

This is a modification to Contract 402794-A-C3, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as DOE); FLUOR HANFORD, INC, corporation/legal entity existing under the laws of the State of Washington (hereinafter referred to as the Recipient); and U. S. Bank, a banking corporation under the laws of the State of Washington located in Richland, Washington (hereinafter referred to as the Bank).

There is now in full force and effect between the parties a contract (Contract 402794-A-C3) entered into on September 21, 2000.

The parties of this contract desire to modify said contract by extending the contract completion date.

II. COVENANTS

1. COVENANTS, Section 7 shall be deleted and the following substituted therefor:

"This Agreement, with all its provisions and covenants, shall be in effect for a term of three years, beginning on the first day of October, 2000 and extending through the thirty-first day of March, 2006, or through the option periods should DOE exercise the options to extend the agreement further in accordance with the provision of 7.a. below. The exercise of any or all of the option periods is the unilateral right of the DOE.

2. It is understood and agreed that all other terms and conditions of Contract 402794-A-C3 shall remain unchanged.

III SIGNATURE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_