

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 518	
2. CONTRACT NUMBER 89303320CEM000075		3. SOLICITATION NUMBER 89303318REM000012	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED B D (FB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 02/07/2019	6. REQUISITION/PURCHASE NUMBER 20EM001743
7. ISSUED BY EM -Environmental Mgmt Con Bus Ctr EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202		CODE 893033	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Layne S. Papenfuss	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Layne_papenfuss@orp.doe.gov
		AREA CODE 509	NUMBER 376-3769	EXT.	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232.8)</i>	10 CALENDAR DAYS (%) NET 30	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 117009144	FACILITY Hanford Laboratory Management and Integration LLC Attn: Susana Navarro-Valenti 710 George Washington Way Ste J Richland WA 993524254	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$389,110,769.96	21. ACCOUNTING AND APPROPRIATION Tank Farms
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>
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24. ADMINISTERED BY (If other than Item 7) See Schedule G	CODE 00603	25. PAYMENT WILL BE MADE BY See Schedule G	CODE 00524
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26. NAME OF CONTRACTING OFFICER (Type or print) Kimberly A. Tate	27. UNITED STATES OF AMERICA Original signed <i>(Signature of Contracting Officer)</i>	28. AWARD DATE 9/29/2020
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable

NAME OF OFFEROR OR CONTRACTOR
Hanford Laboratory Management and Integration LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 117009144 Payment: OR for ORP U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Fund: 01250 Appr Year: 2020 Allottee: 34 Report Entity: 421301 Object Class: 25422 Program: 1110909 Project: 0001481 WFO: 0000000 Local Use: 0000000 Period of Performance: 09/29/2020 to 09/28/2025				
00010	Transition (100 calendar days included in the 60-month Base Period of Performance) Line item value is: \$1,440,494.10 Incrementally Funded Amount: \$1,440,494.10				1,440,494.10
00020	Standard Operations. See Section C.2 of the contract for details.				181,811,011.33
00021	Enhanced Operations CLIN. See Section C.5 of the Contract for details. Amount: \$9,356,197.63 (Option Line Item) CLIN 0021 will be executed upon written notification from the U.S. Department of Energy (DOE) Contracting Officer (CO).				9,356,197.63
00030	Hanford Site Benefits Plans CLIN. See Section C.6 of the Contract for details.				40,142,498.30
00040	Usage-Based Services Provided CLIN. Costs offset by UBS Reimbursement from OHCs. See Section C.4 for details.				1,038,408.71
00041	Usage-Based Services Received CLIN. See Section C.4 of the Contract for details.				31,096,806.67
01020	Option 1 Standard Operations CLIN. See Section C.2 of the Contract for details. Amount: \$40,272,473.78 (Option Line Item)				40,272,473.78
01021	Option 1 Enhanced Operations CLIN. See Section C.5 of the Contract for details. Amount: \$4,455,920.98 (Option Line Item)				4,455,920.98
01030	Option 1 Hanford Site Benefit Plans CLIN. See Section C.6 of the Contract for details. Continued ...				8,967,769.14

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
Hanford Laboratory Management and Integration LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$8,967,769.14 (Option Line Item)				
01040	Option 1 Usage-Based Services Provided CLIN. Costs offset by UBS Reimbursement from OHCs. See Section C.4 for details. Amount: \$266,414.08 (Option Line Item)				266,414.08
01041	Option 1 Usage-Based Services Received CLIN. See Section C.4 for details. Amount: \$7,501,884.51 (Option Line Item)				7,501,884.51
02020	Option 2 Standard Operations CLIN. See Section C.2 for details Amount: \$41,165,540.91 (Option Line Item)				41,165,540.91
02021	Option 2 Enhanced Operations CLIN. See Section C.5 of the Contract for details. Amount: \$4,558,262.76 (Option Line Item)				4,558,262.76
02030	Option 2 Hanford Site Benefit Plans CLIN. See Section C.6 for details. Amount: \$8,882,548.62 (Option Line Item)				8,882,548.62
02040	Option 2 Usage-Based Services Provided CLIN. Costs offset by UBS Reimbursement. Amount: \$272,532.98 (Option Line Item)				272,532.98
02041	Option 2 Usage-Based Services Received CLIN. See Section C.4 for details. Amount: \$7,882,005.46 (Option Line Item)				7,882,005.46

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 655	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 89303318REM000012	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED B D (FB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 02/07/2019	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY CODE 893033 EM -Environmental Mgmt Con Bus Ctr EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and See Section L.8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1600 ET local time 04/09/2019
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME William B. HENSLEY	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS bill.hensley@emcbc.doe.gov
	AREA CODE 513	NUMBER 246-0061	EXT.		

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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	21	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	58	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	316
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	8	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	6	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	79
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	10	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	12
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	61				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 545 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	3/26/2019	004	6/16/2020
	002	3/28/2019	005	7/15/2020
	003	4/7/2020	006	9/3/2020

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY	Hanford Laboratory Management and Integration, LLC 710 George Washington Way, Suite J Richland, WA 99352-4254	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Susana Navarro-Valenti HLMI Board Chair
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15B. TELEPHONE NUMBER AREA CODE 865 NUMBER 220-9650 EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE Original signed <i>Susana Navarro-Valenti</i>	18. OFFER DATE 9-8-2020
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AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) William B. Hensley	27. UNITED STATES OF AMERICA Original signed <i>William B. Hensley</i> (Signature of Contracting Officer)	28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				
00010	Transition (100 calendar days included in the 60-month Base Period of Performance)				
00020	Standard Operations CLIN				
00021	Enhanced Operations CLIN				
00030	Hanford Site Benefits Plans CLIN				
00040	Usage-Based Services Provided CLIN				
00041	Usage-Based Services Received CLIN				
01020	Option 1 Standard Operations CLIN (Option Line Item)				
01021	Option 1 Enhanced Operations CLIN (Option Line Item)				
01030	Option 1 Hanford Site Benefit Plans CLIN (Option Line Item)				
01040	Option 1 Usage-Based Services Provided CLIN (Option Line Item)				
01041	Option 1 Usage-Based Services Received CLIN (Option Line Item)				
02020	Option 2 Standard Operations CLIN (Option Line Item)				
02021	Option 2 Enhanced Operations CLIN (Option Line Item)				
02030	Option 2 Hanford Site Benefit Plans CLIN Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
02040	Option 2 Usage-Based Services Provided CLIN (Option Line Item)				
02041	Option 2 Usage-Based Services Received CLIN (Option Line Item)				

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, *Performance Work Statement* (PWS).

B.2 Type of Contract

This is a performance-based Contract that includes Cost-Plus-Award-Fee (CPAF), and Cost Reimbursable (CR) (non-fee bearing) Contract Line Item Number(s) (CLIN).

(a) The Contract consists of the following CLINs (Table B-1):

Table B-1. Contract CLIN Structure

CLIN	CLIN Title	Contract Type	PWS Section(s)
Base Period of Performance (60 months)			
0010	Transition (100 calendar days included in the 60-month Base Period Of Performance)	CR (No Fee)	C.1
Laboratory Operations CLIN Series:			
0020	Standard Operations	CPAF	C.2, C.3
0021	Enhanced Operations	CPAF	C.5
Hanford Site Benefit Plans CLIN:			
0030	Hanford Site Benefit Plans	CR (No Fee)	C.6
Usage-Based Services CLIN Series:			
0040	Usage-Based Services Provided	CPAF	C.4.1
0041	Usage-Based Services Received	CR (No Fee)	C.4.2
Option 1 Period of Performance (12 months)			
Laboratory Operations CLIN Series:			
1020	Standard Operations	CPAF	C.2, C.3
1021	Enhanced Operations	CPAF	C.5
Hanford Site Benefit Plans CLIN:			
1030	Hanford Site Benefit Plans	CR (No Fee)	C.6
Usage-Based Services CLIN Series:			
1040	Usage-Based Services Provided	CPAF	C.4.1
1041	Usage-Based Services Received	CR (No Fee)	C.4.2

Table B-1. Contract CLIN Structure

CLIN	CLIN Title	Contract Type	PWS Section(s)
Option 2 Period of Performance (12 months)			
Laboratory Operations CLIN Series:			
2020	Standard Operations	CPAF	C.2, C.3
2021	Enhanced Operations	CPAF	C.5
Hanford Site Benefit Plans CLIN:			
2030	Hanford Site Benefit Plans	CR (No Fee)	C.6
Usage Based Services CLIN Series:			
2040	Usage-Based Services Provided	CPAF	C.4.1
2041	Usage-Based Services Received	CR (No Fee)	C.4.2

CPAF = Cost-Plus-Award Fee; CR = Cost Reimbursable; PWS = Performance Work Statement

(b) CLIN types:

CR (non-fee bearing) CLIN 0010

CLIN 0010 – Transition. Costs are reimbursed on the basis of actual allowable costs billed to the Contract, and there is no fee for CR CLIN 0010. The Transition Period is defined in Section F.3 (a) (2).

CPAF CLINs 0020, 0021, 1020, 1021, 2020, 2021

CLINs 0020, 1020, 2020 – Standard Operations. These CLINs cover the costs and fee associated with the workscope defined in Sections C.2 and C.3.

CLINs 0021, 1021, 2021 – Enhanced Operations. These CLINs cover the costs and fee associated with the workscope defined in Section C.5.

Costs will be reimbursed on the basis of actual allowable costs billed to the Contract. Payment of fee associated with these CLINs will be made in accordance with Sections B.6, *Fee*; B.7, *Provisional Payment of Fee*; B.9, *Fee Reductions*; and Section J, Attachment J-4, *Performance Evaluation and Measurement Plan*.

CR (non-fee bearing) CLINs 0030, 1030, 2030 and 0041, 1041, 2041

CLINs 0030, 1030, and 2030 – Hanford Site Benefit Plans. These CLINs cover the costs defined in Section C.6. Costs are reimbursed on the basis of actual allowable costs billed to the Contract, and there is no fee for CR CLINs 0030, 1030, and 2030.

CLINs 0041, 1041, and 2041 – Usage-Based Services (UBS) Received. These CLINs cover the costs associated with the services received from Other Hanford Contractors (OHC) in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix* that are used by the 222-S Laboratory (222-S) Contract as defined in Section C.4.2. Costs are reimbursed on the basis of actual allowable costs billed to the Contract, and there is no fee for CR CLINs 0041, 1041, and 2041.

CPAF CLINs 0040, 1040, 2040

UBS Provided. These CLINs cover the OHC-requested UBS to be provided by the Contractor via a Service Level Agreement type of arrangement and may include mandatory and optional services in accordance with Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, and with the PWS, Section C.4.1. The OHCs will reimburse the cost to the Contractor at full cost recovery (exclusive of fee); funding for UBS provided is not directly obligated to the 222-S Laboratory Contract through Clause B.3, DOE-B-2013, *Obligation of Funds (Oct 2014)*, or included in Section B.5, *Estimated Annual Contract Value*. OHC reimbursement for UBS shall be recognized by the Contractor as UBS reimbursement from OHCs in the 222-S Contract Cost and Fee Tables (Tables B-2, and B-3a through B-3c).

When the cumulative volume change of the estimated UBS is beyond a variance of +/-30 percent, the Government may require the Contractor to submit a deductive change proposal, or the Contractor may submit a proposal for the Government's consideration of an upward adjustment to the fee at the end of each of the Contract Periods of Performance (Base, Option 1, and Option 2, if the options are exercised).

To merit an adjustment, the Contractor shall demonstrate a cumulative volume change beyond the variance of +/- 30 percent from the basis of the fee calculation (e.g. estimated UBS Provided to OHCs) at the beginning of each period of Contract performance. The Contractor is not entitled to fee adjustments for cumulative volume changes within the variance of +/- 30 percent. Fee adjustments will only be considered for cumulative volume changes outside the range of +/- 30 percent. For example, if a variance of 40 percent is demonstrated, there shall only be consideration for a fee adjustment for the difference between 30 percent and 40 percent cumulative volume change. Furthermore, for each request for equitable adjustment related to a volume change in service levels, the Contractor shall demonstrate the drivers for the volume change, the impact of the change to the direct funded component, and the cost of the impact. Payment of fee associated with the performance of the UBS to be provided to OHCs by the Contractor under these CLINs will be made in accordance with Sections B.6, *Fee*; B.7, *Provisional Payment of Fee*; B.9, *Fee Reductions*; and Section J, Attachment J-4, *Performance Evaluation and Measurement Plan*.

(c) Total estimated Contract Cost and Fee for each CLIN:

This section establishes the estimated Contract Cost and Fee for each CLIN as follows (Table B-2):

- (1) Estimated Cost for each CLIN is defined as the cost to perform the CLIN agreed to by the parties at Contract Award, as may be revised by modifications to the Contract in accordance with the Contract terms.
- (2) Total Available Fee is defined as the amount of fee that may be earned under the Contract for each applicable CLIN.
- (3) Total Available Fee will include Award-fee criteria and Performance-Based Incentive (PBI) criteria as defined in Section B.6, *Fee*. The PBIs will be defined during Contract performance as part of the Performance Evaluation and Measurement Plan (PEMP). No Base Fee is payable under this Contract.

- (4) Award Fee based upon Award Fee criteria will be evaluated on an annual basis as delineated in the PEMP. The PBI Fee will be evaluated in accordance with the established criteria in the PEMP.
- (5) Total Contract Value is defined as the sum of the Total Base Period Estimated Cost, including the Estimated Cost of Transition and Fee, Total Option Period 1 Estimated Cost and Fee, and Total Option Period 2 Estimated Cost and Fee.

Table B-2. Contract Cost and Fee

(Table to be completed by Offeror and inserted by DOE at time of contract award)

CLIN	CLIN Description	Estimated Cost	Total Available Fee	Estimated Cost and Fee
Base Period of Performance (60 months)				
0010	Transition Period (CR, No Fee)	\$ 1,440,494.10		\$ 1,440,494.10
0020	Standard Operations (CPAF)	\$ 169,126,522.17	\$ 12,684,489.16	\$ 181,811,011.34
0021	Enhanced Operations (CPAF)	\$ 8,703,439.66	\$ 652,757.97	\$ 9,356,197.63
0030	Hanford Site Benefit Plans (CR, No Fee)	\$40,142,499		\$40,142,499
0040	Usage Based Services Provided	\$ 13,845,449.41	\$ 1,038,408.71	\$ 14,883,858.11
0041	Usage Based Services Received (CR, No Fee)	\$31,096,807		\$31,096,807
UBS Reimbursement from OHCs (Offset CLIN 0040)		\$ (13,845,449.41)		\$ (13,845,449.41)
Total Base Period		\$ 250,509,760.90	\$ 14,375,655.84	\$ 264,885,416.75
Option Period 1 Period of Performance (12 months)				
1020	Standard Operations (CPAF)	\$ 37,462,766.31	\$ 2,809,707.47	\$ 40,272,473.78
1021	Enhanced Operations (CPAF)	\$ 4,145,042.77	\$ 310,878.21	\$ 4,455,920.98
1030	Hanford Site Benefit Plans (CR, No Fee)	\$8,967,769		\$8,967,769
1040	Usage Based Services Provided	\$ 3,552,187.76	\$ 266,414.08	\$ 3,818,601.84
1041	Usage Based Services Received (CR, No Fee)	\$7,501,885		\$7,501,885
UBS Reimbursement from OHCs (Offset CLIN 1040)		\$ (3,552,187.76)		\$ (3,552,187.76)
Total Option Period 1		\$ 58,077,462.73	\$ 3,386,999.76	\$ 61,464,462.49

Table B-2. Contract Cost and Fee

(Table to be completed by Offeror and inserted by DOE at time of contract award)

CLIN	CLIN Description	Estimated Cost	Total Available Fee	Estimated Cost and Fee
Option Period 2 Period of Performance (12 months)				
2020	Standard Operations (CPAF)	\$ 38,293,526.43	\$ 2,872,014.48	\$ 41,165,540.91
2021	Enhanced Operations (CPAF)	\$ 4,240,244.43	\$ 318,018.33	\$ 4,558,262.76
2030	Hanford Site Benefit Plans (CR, No Fee)	\$8,882,548		\$8,882,548
2040	Usage Based Services Provided	\$ 3,633,773.01	\$ 272,532.98	\$ 3,906,305.98
2041	Usage Based Services Received (CR, No Fee)	\$7,882,005		\$7,882,005
UBS Reimbursement from OHCs (Offset CLIN 2040)		\$ (3,633,773.01)		\$ (3,633,773.01)
Total Option Period 2		\$ 59,298,324.93	\$ 3,462,565.79	\$ 62,760,890.72
Total Contract Value (Base period including Transition Period, Option Period 1, and Option Period 2)		\$ 367,885,548.56	\$ 21,225,221.40	\$ 389,110,769.96
Amounts shown for Estimated Cost and Fee under the CLINs reflect the maximum quantity of services the Government will acquire under the CLINs (inclusive of any fee or profit).				
[G] = Government Provided [P] = Offeror Proposed				

B.3 DOE-B-2013 Obligation of Funds (Oct 2014) (Revised)

Pursuant to the clause of this Contract in Federal Acquisition Regulation (FAR) 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

CLIN Number	Obligated Amount	Date
CLIN 0010	\$1,440,494.10	100 days after NTP
CLIN 0020	TBD	
CLIN 0021	TBD	
CLIN 0040	TBD	
CLIN 0041	TBD	
CLIN 1020	TBD	
CLIN 1021	TBD	
CLIN 1040	TBD	
CLIN 1041	TBD	
CLIN 2020	TBD	
CLIN 2021	TBD	
CLIN 2040	TBD	
CLIN 2041	TBD	
Total:	\$ 1,440,494.10	
TBD: To Be Determined NTP: Notice to Proceed		

UBS Provided– Funding for the estimated cost and fee associated with the UBS provided to OHCs is not included in the amount specified above. OHC reimbursement for the UBS shall be recognized by the Contractor as UBS reimbursement by OHCs.

B.4 Execution of CLINs

Upon the NTP, the Transition CLIN (0010) will be executed. Upon completion of Transition, the base period CLINs (0020, 0030, 0040, and 0041) will be executed. CLINs 0021, 1021, and 2021 will be executed upon written notification from the U.S. Department of Energy (DOE) Contracting Officer (CO).

B.5 Estimated Annual Contract Value

DOE expects to obligate funding to the Contract in accordance with the estimated annual Contract value (Tables B-3a, B-3b, and B-3c).

Table B-3a. Contract Cost and Fee by Fiscal Year (Base Period)

Description	Base Period of Performance												
	FY2020 Transition (Partial Year)			FY2021			FY2022			FY2023			
	Est. Cost	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee
CLIN 0010-Transition	\$1,440,494.10												
CLIN 0020-Standard Operations		\$35,124,716.91	\$2,634,333.77	\$37,759,070.68	\$35,361,138.31	\$2,652,085.37	\$38,013,223.68	\$35,747,183.42	\$2,681,038.76	\$38,428,222.18			
CLIN 0021-Enhanced Operations		\$0	\$0	\$0	\$0	\$0	\$0	\$1,762,352.02	\$132,176.40	\$1,894,528.42			
CLIN 0030-Hanford Site Benefit Plans		\$7,054,238		\$7,054,238	\$7,165,020		\$7,165,020	\$9,052,324		\$9,052,324			\$9,052,324
CLIN 0040-Usage-Based Services Provided		\$2,572,964.25	\$192,972.32	\$2,765,936.57	\$3,415,287.87	\$256,146.59	\$3,671,434.46	\$2,692,683.80	\$201,951.29	\$2,894,635.09			
CLIN 0041-Usage-Based Services Received		\$5,918,348		\$5,918,348	\$6,933,703		\$6,933,703	\$6,625,716		\$6,625,716			\$6,625,716
UBS Reimbursement from OHCs (offset CLIN 0040)		\$ (2,572,964.25)		\$ (2,572,964.25)	\$ (3,415,287.87)		\$ (3,415,287.87)	\$ (2,692,683.80)		\$ (2,692,683.80)			\$ (2,692,683.80)
Base Period Total	\$1,440,494.10	\$48,097,302.33	\$2,827,326.09	\$50,924,628.41	\$49,459,860.75	\$2,908,231.96	\$52,368,092.71	\$53,187,574.91	\$3,015,166.44	\$56,202,741.35			

[G] = Government Provided [P] = Offeror Proposed

Table B-3a. Contract Cost and Fee by Fiscal Year (Base Period)

Description	FY2024			FY2025 (Partial Year)			Years 1-5		
	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee
CLIN 0010-Transition							\$1,440,494.10		\$1,440,494.10
CLIN 0020-Standard Operations	\$35,936,528.42	\$2,695,239.63	\$38,631,768.05	\$26,956,955.11	\$2,021,771.63	\$28,978,726.75	\$169,126,522.17	\$12,684,489.16	\$181,811,011.34
CLIN 0021-Enhanced Operations	\$3,985,278.66	\$298,895.90	\$4,284,174.56	\$2,955,808.98	\$221,685.67	\$3,177,494.66	\$8,703,439.66	\$652,757.97	\$9,356,197.63
CLIN 0030-Hanford Site Benefit Plans	\$9,713,882		\$9,713,882	\$7,157,035		\$7,157,035	\$40,142,499		\$40,142,499
CLIN 0040-Usage-Based Services Provided	\$3,415,287.87	\$256,146.59	\$3,671,434.46	\$2,532,443.99	\$189,933.30	\$2,722,377.29	\$13,845,449.41	\$1,038,408.71	\$14,883,858.11
CLIN 0041-Usage-Based Services Received	\$6,933,703		\$6,933,703	\$5,288,267		\$5,288,267	\$31,096,807		\$31,096,807
UBS Reimbursement from OHCs (offset CLIN 0040)	\$(3,415,287.87)		\$(3,415,287.87)	\$(2,532,443.99)		\$(2,532,443.99)	\$(13,845,449.41)		\$(13,845,449.41)
Base Period Total	\$56,569,392.17	\$3,250,282.12	\$59,819,674.29	\$42,368,065.33	\$2,433,390.61	\$44,791,455.94	\$250,509,760.90	\$14,375,655.84	\$264,885,416.75

[G] = Government Provided [P] = Offeror Proposed

Table B-3b. Contract Cost and Fee by Fiscal Year (Option 1)

Description	Option Period 1											
	FY2025 (Partial Year)			FY2026 (Partial Year)			Years 3 - 6					
	Estimated Cost	Fee	Estimated Cost & Fee	Estimated Cost	Fee	Estimated Cost & Fee	Estimated Cost	Fee	Estimated Cost	Fee	Estimated Cost & Fee	
CLIN 1020 – Standard Operations	\$10,336,713.23	\$775,253.49	\$11,111,966.72	\$27,126,053.08	\$2,034,453.98	\$29,160,507.06	\$37,462,766.31	\$2,809,707.47	\$40,272,473.78			
CLIN 1021 – Enhanced Operations	\$1,121,168.93	\$84,087.67	\$1,205,256.59	\$3,023,873.85	\$226,790.54	\$3,250,664.39	\$4,145,042.77	\$310,878.21	\$4,455,920.98			
Hamford Site Benefit Plans CLIN:												
CLIN 1030 – Hamford Site Benefit Plans	\$2,690,615		\$2,690,615	\$6,277,154		\$6,277,154	\$8,967,769		\$8,967,769			
Usage Based Services CLIN Series:												
CLIN 1040 – Usage-Based Services Provided	\$961,427.94	\$72,107.10	\$1,033,535.03	\$2,590,759.82	\$194,306.99	\$2,785,066.80	\$3,552,187.76	\$266,414.08	\$3,818,601.84			
CLIN 1041 – Usage-Based Services Received	\$1,988,070		\$1,988,070	\$5,513,815		\$5,513,815	\$7,501,885		\$7,501,885			
UBS Reimbursement from OHCs (offset CLIN 1040)	\$(961,427.94)		\$(961,427.94)	\$(2,590,759.82)		\$(2,590,759.82)	\$(3,552,187.76)		\$(3,552,187.76)			
Option Period 1 Total	\$16,136,566.46	\$931,448.26	\$17,068,014.72	\$41,940,896.26	\$2,455,551.51	\$44,396,447.77	\$58,077,462.73	\$3,388,999.76	\$61,464,462.49			

[G] = Government Provided [P] = Offeror Proposed

Table B-3c. Contract Cost and Fee by Fiscal Year (Option 2)

Description	Option Period 2											
	FY2026 (Partial Year)			FY2027 (Partial Year)			Years 6-7					
	Estimated Cost	Fee	Estimated Cost & Fee	Estimated Cost	Fee	Estimated Cost & Fee	Estimated Cost	Fee	Estimated Cost	Fee	Estimated Cost & Fee	
CLIN 2020-Standard Operations	\$10,574,741.79	\$793,105.63	\$11,367,847.42	\$27,718,784.63	\$2,078,908.85	\$29,797,693.48	\$38,293,526.43	\$2,872,014.48	\$41,165,540.92			
CLIN 2021-Enhanced Operations	\$1,146,986.63	\$86,024.00	\$1,233,010.63	\$3,093,257.80	\$231,994.33	\$3,325,252.13	\$4,240,244.43	\$318,018.33	\$4,558,262.76			
CLIN 2030-Hanford Site Benefit Plans	\$2,368,738		\$2,368,738	\$6,513,810		\$6,513,810	\$8,882,548		\$8,882,548			
CLIN 2040-Usage-Based Services Provided	\$983,567.21	\$73,767.54	\$1,057,334.75	\$2,650,205.80	\$198,765.43	\$2,848,971.23	\$3,633,773.01	\$272,532.98	\$3,906,305.98			
CLIN 2041-Usage-Based Services Received	\$2,080,684		\$2,080,684	\$5,801,321		\$5,801,321	\$7,882,005		\$7,882,005			
UBS Reimbursement from OHCs (Offset CLIN 2040)	\$(983,567.21)		\$(983,567.21)	\$(2,650,205.80)		\$(2,650,205.80)	\$(3,633,773.01)		\$(3,633,773.01)			
Option Period 2 Total	\$16,171,150.73	\$952,897.17	\$17,124,047.90	\$43,127,174.20	\$2,509,668.62	\$45,636,842.82	\$59,298,324.93	\$3,462,565.79	\$62,760,890.72			

[G] = Government Provided [P] = Offitor Proposed

B.6 Fee

- (a) The Government shall pay the Contractor for performing this Contract Fee that may be earned from the Total Available Fee, specified in Section B, *Supplies or Services and Prices/Costs*, in accordance with this clause and other applicable clauses of the Contract.
- (1) Fee associated with CLINs 0021, 1021, and 2021 will only be made available to be earned if execution of these CLINs is authorized in accordance with clause B.4, *Execution of CLINs*. Fee associated with CLINs 0021, 1021, and 2021 will mainly be focused on incentivizing the processing of waste samples in a safe and timely manner, and obtaining analytical results timely and efficiently during Low-Activity Waste Facility, Balance of Facilities, and Analytical Laboratory (LBL) waste feed operations. The CO may unilaterally revise the available award fee, as necessary, in the event the Contractor is no longer required to support waste feed operations.
- (b) PEMP (Section J, Attachment J-4, *Performance Evaluation and Measurement Plan*).
- (1) The CO will issue unilaterally a PEMP for each evaluation period that establishes the criteria and procedures for evaluating the Contractor's performance for the purpose of determining fee earned. The PEMP may be revised unilaterally by the CO at any time during the evaluation period. The PEMP shall include, as a minimum, the following:
- (i) Evaluation criteria linked to the Contract's performance objectives as defined in terms of cost, schedule, technical, or other Contract performance requirements or objectives;
 - (ii) Means of how the Contractor's performance will be measured against the evaluation criteria;
 - (iii) Fee evaluation period;
 - (iv) Amount of the Total Available Fee that is allocated to the evaluation period, including the allocation for subjective Award-Fee criteria and objective Performance-Based Incentive criteria; and
 - (v) Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to Earned Fee;
 - (A) The length of evaluation periods will be determined unilaterally by the CO. The evaluation periods should provide a balance between the Contractor's ability to have sufficient performance time for the Government to evaluate, but evaluation periods should provide the ability for the Government to provide timely evaluations on the Contractor's performance without being administratively burdensome.
 - (B) The PEMP shall be provided to the Contractor one-calendar day prior to the beginning of the first and each successive evaluation period. If there is not sufficient time for the PEMP to be provided to the Contractor in the required number of days in advance of the beginning of the evaluation period, the Contractor shall not be evaluated on its performance until one-calendar day after the PEMP is received by the Contractor. The PEMP may be revised unilaterally at any time during the evaluation period, but the revised PEMP, or revised portion thereof, shall not be effective until one-calendar day after the Contractor receives the revised PEMP.

- (2) Fee Determination. Fee decisions are made solely at the discretion of the Government, including but not limited to, the characterization of the Contractor's performance, amount of Earned Fee, if any, and the methodology used to calculate the Earned Fee.
- (3) Unsatisfactory Performance. No Award Fee shall be earned if the Contractor's overall performance in the aggregate is below satisfactory.

B.7 Provisional Payment of Fee

- (a) Notwithstanding any other term or condition of this Contract to the contrary, this clause applies to and has precedence over all other terms and conditions of this Contract that provide for provisional payment of fee.
- (b) The Contractor must notify the CO immediately if it believes any incongruence exists between this clause and any other term or condition of this Contract that provides for provisional payment of fee. If a term or condition of this Contract provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.
- (c) This clause conforms to the FAR and DOE Fee Policy and Constructs. The following definitions and concepts apply:
 - (1) Price means cost-plus any fee or profit applicable to the Contract;
 - (2) The terms "profit" and "fee" are synonymous;
 - (3) "Incentive" means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance by relating the amount of profit or fee earned to the Contractor's performance;
 - (4) "Earned Fee" for an incentive means fee due to the Contractor by virtue of its meeting the Contract's requirements entitling it to fee. Earned Fee does not occur until the Contractor has met all conditions stated in the Contract for earning fee;
 - (5) "Available Fee" for an incentive means the fee the Contractor might earn but has not yet earned;
 - (6) "Provisional Payment of Fee" for an incentive means the Government is paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee;
 - (7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from Earned Fee. The Contractor could, for example, receive 100 percent of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0 percent of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive); and
 - (8) "Clause" means a term or condition used in this Contract.
- (d) This Contract's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.

- (e) Certain terms and conditions of this Contract provide for provisional payment of fee for certain incentives. Other terms and conditions of this Contract provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of this Contract that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (f) The CO will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (g) If the CO determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days per the following:
 - (1) The Contractor's obligation to return the provisionally paid fee is independent of its intent to dispute or its disputing of the CO's determination; and
 - (2) If the Contractor fails to return the provisionally paid fee within 30 calendar days of the CO's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from amounts it owes under invoices, or any other amount it owes the Contractor for payment, financing, or other obligation.
- (h) If the Contractor has earned fee associated with an incentive in an amount greater than the Provisional Fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the Provisional Fee and the Government will pay the difference between the Earned Fee and the Provisional Fee.

B.8 Allowability of Subcontractor Fee

- (a) If the Contractor is part of a teaming arrangement as defined in FAR Subpart 9.601(1) and (2), *Contractor Team Arrangements*, the team shall share in the Total Fee as shown in Table B-2. Separate, additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly owned, majority-owned, or an affiliate of any team member.
- (b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship identified in the Contractor's Diversity Plan as per the Section H Clause, DOE-H-2046, *Diversity Program*; (3) subcontractors under a competitively awarded firm-fixed price or fixed-unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.101, *Definitions*.
- (c) To the extent the Contractor relies on any of the exceptions in paragraph (b) above, written concurrence from the CO that the exception applies must be obtained.

B.9 Fee Reductions

- (a) All annual Available Fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:

Section B, Clause *Fee*.

Section B, Clause *Conditional Payment of Fee DOE Hanford Site-Specific Performance Criteria/Requirements*.

Section H, Clause DOE-H-2070, *Key Personnel (Alternate I)*.

Section I, Clause FAR 52.215-11, *Price Reduction for Defective Certified Cost or Pricing Data-Modifications*.

Section I, Clause *Department of Energy Acquisition Regulation (DEAR) 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II)*.

- (b) Unless otherwise provided for within the Contract, the maximum fee reduction in any annual period of Contract performance is the allocated Annual Available Fee, as defined in the Section J, Attachment J-4, *Performance Evaluation and Measurement Plan*, that can be earned in the annual period the event occurred.

B.10 Conditional Payment of Fee DOE Hanford 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 (Alternate II)*, by establishing Hanford Site-specific Environmental, Safety, Health, and Quality (ESH&Q) and security performance criteria and requirements. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria and requirements for ESH&Q and Safeguards and Security (SAS) are as follows:

- (a) Environment, Safety, Health, and Quality:
- (1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II.
 - (2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II.
 - (3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved Integrated Safety Management System (ISMS) that may result in a negative impact to the public, worker, or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:
 - (i) Multiple similar non-compliances identified by external oversight (e.g., Federal) that in the aggregate indicate a significant programmatic breakdown.
 - (ii) Non-compliances or adverse performance trends that either have or may have negative impact to the public, worker, or environment or that indicate a programmatic breakdown.
 - (iii) Failure to notify the CO upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
 - (iv) Failure to report required data accurately and in a timely manner.
 - (v) Failure to implement continuous improvement in ESH&Q performance through effective utilization of ISMS processes, including timely submittal of meaningful performance objectives, measurements and commitments.

(b) Safeguards and Security:

- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to 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); adversarial attacks or acts of sabotage that result in significant consequences to the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
 - (ii) Receipt of an overall rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.
 - (iii) Failure to implement corrective action(s) in response to any first degree performance failure.
- (2) Second 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, serious damage to 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 SNM that is due to a failure or inadequacy of performance by the Contractor.
 - (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (iii) Any amount of SNM found in a dangerous, hazardous, or unapproved storage environment, or unapproved mode of transportation/transfer.
 - (iv) Failure to implement corrective action(s) in response occurrence of any second degree performance failure.
- (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, and/or jeopardizes protection of the facility or Hanford Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
 - (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
 - (ii) Negligent weapons and firearms-related incidents involving protective force operations/personnel (e.g., unauthorized weapons discharge, personnel wounding).
 - (iii) Evidence that SNM data has been manipulated or falsified.
 - (iv) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (v) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the Contractor.

- (vi) Five or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any 3 month period, of any type.
- (vii) Receipt of any topical area rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.
- (viii) Failure to implement corrective action(s) in response to any third degree performance failure.

Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information], etc.).

PART I – THE SCHEDULE

SECTION C

PERFORMANCE WORK STATEMENT

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C.6	Hanford Site Benefit Plans	C-56

Overview of the 222-S Laboratory

Background

The Hanford Site

The 580 square-mile Hanford Site, located in southeast Washington State, was established in the 1940s as a plutonium production complex for the Manhattan Project. Throughout the Hanford Site's 50 years of operation, by-products of plutonium production have accumulated to become the largest environmental cleanup project in the United States. In 1989, the U.S. Department of Energy (DOE), the U.S. Environmental Protection Agency (EPA), and the Washington State Department of Ecology (Ecology) signed the *Hanford Federal Facility Agreement and Consent Order*, commonly known as the Tri-Party Agreement (TPA), which codifies DOE's commitment to clean up the Hanford Site. The TPA outlines legally enforceable project milestones for Hanford Site cleanup over the next several decades.

Site Management

The Hanford Site is managed by DOE. DOE manages 177 underground tanks of liquid and solid chemical and radioactive waste, and is responsible for construction of the Waste Treatment and Immobilization Plant (WTP). DOE also has responsibility for the remainder of the Hanford Site, which includes cleanup of the River Corridor, cleanup and ongoing waste management operations in the Central Plateau, and providing a variety of crosscutting site services (e.g., utilities, Security, Information Technology [IT], Fire Department, Emergency Management, and Occupational Medical Services).

222-S Laboratory

The 222-S Laboratory Contractor has sole responsibility to operate, manage, and maintain the 222-S Laboratory Complex. The 222-S Laboratory's primary mission is to provide analytical support for the storage and treatment of tank waste at the Hanford Site. These services are performed through a contract with DOE at the 222-S Laboratory Complex, located in the 200 West Area of the Hanford Site. The 222-S Laboratory building is a DOE Hazard Category 3 Nuclear Facility. The laboratory services support cleanup and closure of the Hanford Site and are critical in achieving closure goals of all Hanford Site projects. The Contractor performs work supporting scientific research and, as directed by the Contracting Officer (CO), work needed to support other DOE activities.

Operation of the laboratory requires implementation of multiple programs to ensure its continued operation and the safety and health of its workers. The programs include the Worker Safety and Health Program, and programs such as radiological control, industrial and chemical hygiene, and the specifically trained laboratory personnel needed to implement the programs that are required to support safe execution of laboratory activities.

The 222-S Laboratory analytical workload is expected to grow during Fiscal Year (FY) 2019 through FY 2028 to support increased Hanford Site work activity—requiring enhanced operational capacity and capability for tank waste pretreatment and feed to the Low-Activity Waste Facility, Balance of Facilities, and Analytical Laboratory (LBL); and waste form characterization for vitrification, industrial hygiene, increased tank retrieval activities, and evaporator campaigns.

Tank waste cleanup activities are the primary driver of analytical services at the 222-S Laboratory. Other Hanford Contractors (OHC) may request laboratory services in accordance with Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*. The Contractor's work shall be performed under DOE-approved programs.

Sources of Analytical Samples

The samples analyzed at the 222-S Laboratory come from sampling activities across the Hanford Site. Sources of samples include, but are not limited to:

- (a) Tank waste sampling events: These samples may be liquid, solid (i.e., sludge), saltcake, or a mixture. Physical, chemical, and radiological characterization is performed for a variety of purposes (e.g., chemistry control for corrosion, waste compatibility assessments; tank closure; and hard heel dissolution studies);
- (b) Vadose zone sampling: Samples consist of a soil matrix potentially contaminated with tank waste or separations process waste;
- (c) Evaporator campaigns to reduce the volume of tank waste. Samples are composed of evaporator feed (tank supernate) or evaporator boildown;
- (d) Emergent work in a variety of matrices: (e.g., soil, building materials, air, and aqueous or organic liquids. Samples may be contaminated with tank waste, separations process waste, or other hazardous chemical and/or radiological materials);
- (e) Support for demolition that could contain samples with high alpha contamination;
- (f) Industrial hygiene monitoring including beryllium, asbestos, ammonia, mercury, and volatile and semi-volatile organic compounds;
- (g) Support for groundwater monitoring: Samples may contain water-soluble radionuclide species, such as cesium or pertechnetate;
- (h) LBL and support facilities for startup and operations; and
- (i) Failed equipment and infrastructure materials.

TRANSITION CONTRACT LINE ITEM NUMBER (CLIN) 0010

C.1 Transition

The objective of transition is to accomplish the safe, effective, and efficient transfer of full responsibility for the workforce and execution of the Performance Work Statement (PWS) under the 222-S Laboratory Contract to the new Contractor with no disruption to ongoing laboratory operations. Transition shall be performed using a project management approach that ensures all relevant activities in the PWS are addressed, scheduled and budgeted, assigned to personnel within the organizational structure, and monitored on a daily basis to ensure that transition is progressing according to schedule.

The Contractor shall:

- (a) Release a brief Executive Summary of its offer on the Contractor's own website, including the following elements:
 - (1) Name of Contractor, including the identification of any teaming partners and critical subcontractors and a description of the experience that each brings to the project;
 - (2) Summary/description of Contractor's technical approach;
 - (3) Organizational structure and identification of key personnel;
 - (4) Contractor performance commitments; and
 - (5) Brief overview of Contractor's work on similar projects.

The purpose of the Executive Summary is to provide immediate release of relevant information to stakeholders and the public.

- (b) Transition the workforce needed to execute the mission of the Contract:

Transition of the incumbent workforce in accordance with the requirements of the Contractor Human Resources Management Clauses in Section H. The Work Force Transition Plan shall include the following:

- (1) Expected workforce composition;
- (2) Contractor's plan for engaging with labor representatives;
- (3) A schedule for preparation and submission of any bargaining parameters;
- (4) Contractor's plan for complying with Section 4(c) of the Service Contract Labor Standards Statute (formerly entitled *Service Contract Act*) currently codified at 41 United States Code (USC) Chapter 67, as well as any *National Labor Relations Act* Requirements with respect to determination of wages and benefits;
- (5) Contractor's plan to engage external counsel to resolve any legal issues regarding Human Resources Management Requirements (e.g., pension, labor, etc.); and
- (6) Contractor's plan for communicating and engaging with DOE on matters related to items 1 through 5 above.
- (7) Placement of necessary subcontracts, including the assumption of existing subcontracts identified by the Contractor or as directed by DOE.

- (c) Establish the programmatic and management system elements needed to support execution of the PWS under the terms and conditions of the Contract, including but not limited to:
 - (1) Review of existing project, program, and management system documents;
 - (2) Assumption of existing project, program, and management system documents as appropriate;
 - (3) Generation of needed replacement project, program, and management system documents determined by the Contractor to be needed before assumption of responsibility for execution of the Contract;
 - (4) Establishment of operations under existing or any new programmatic and management systems; and
 - (5) Support DOE activities needed to determine Contractor readiness to assume responsibility for execution of the Contract under the terms and conditions of the Contract.

The Contractor shall successfully complete all transition activities and demonstrate its readiness to assume full responsibility for execution of the PWS under the terms and conditions of the Contract. A list of applicable contract deliverables is appended to this Contract as Attachment J-10, *List of Contract Deliverables*. Deliverables listed in Table J-10.1 shall be performed under CLIN 0010, *Transition*, regardless of where the deliverable appears in the contract.

During the Transition Period, the Contractor shall:

- (a) Participate in a post-award orientation session convened by the CO to discuss important Contract terms and conditions, and the overall approach to contract administration;
- (b) Submit a Transition Plan, for DOE-approval, that fulfills the requirements in Section C, *Transition Plan*;
- (c) In coordination with DOE, establish and conduct informational and transition progress reporting sessions with stakeholders and regulators;
- (d) In coordination with DOE and the incumbent contractors, as defined in Section H, Clause H.3, *Definitions*, paragraph (C), establish the mechanisms to communicate introductory information and Transition Progress Reports to the current workforce;
- (e) Develop training for the workforce on the PWS and the Contractor-proposed technical and management approach for execution, and provide DOE a schedule for completion of training that results in 100 percent of the workforce being trained within 6 months after NTP;
- (f) Coordinate and cooperate with OHCs during transition.
- (g) Perform a Due Diligence Review to:
 - (1) Evaluate material differences and pre-existing conditions.
 - (2) Evaluate the listing and assessment of property and equipment condition provided by DOE. Conduct a joint reconciliation of this list with the incumbent contractors.
 - (3) Review all policies, procedures, plans, records, technical documents, permits, safety analyses and other documents or forms of information to ensure they are complete, accurate, and up-to-date. Identify anywhere the 222-S Laboratory Contract does not reflect the most current status of these documents or forms of information.

- (4) Identify any additional material differences and pre-existing conditions associated with Government-furnished property and equipment to be assigned to the Contractor and current conditions of all elements of the PWS established in the RFP.
- (h) Develop and implement a dedicated 222-S Laboratory Configuration Management and Document Control System prior to the end of transition;
- (i) Provide the CO with a Due Diligence Report, listing material differences and pre-existing conditions. Material differences and pre-existing conditions not included in the Due Diligence Report will not be considered. After receipt and evaluation of the Contractor material difference submission, DOE will negotiate the final list of material differences and pre-existing conditions with the Contractor that may represent a change to the Contract. The CO will provide direction to address these potential changes and will establish time frames for completion of applicable actions;
- (j) Identify the policies and procedures necessary to assume full responsibility of the laboratory;
- (k) Develop a nuclear safety protocol as described in Section H, Clause H.54, *Hanford Site Services and Interface Requirements Matrix*. The protocol shall be signed by the Hanford Mission Essential Services Contract (HMESC) Contractor¹, and concurred upon by other affected contractor(s) as applicable;
- (l) Support an initial Safeguards and Security (SAS) survey conducted by DOE. The Contractor shall ensure adequate programs are in place prior the end of the Transition Period to receive a Satisfactory Rating in accordance with DOE O 470.4, *Safeguards and Security Program*;
- (m) Comply with the integrated Material Control and Accountability (MC&A) Plan provided by HMESC. Upon assuming full responsibility for the Contract, the Contractor shall take possession of 222-S Laboratory MC&A materials from HMESC.
- (n) Adopt existing interface agreements and processes related to Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*. These agreements shall be implemented in a manner to optimize the use of Attachment J-3.b services to minimize the resources necessary to execute this Contract. Changes to these agreements shall be executed per Section C, *Performance Work Statement*, and Section H, Clause H.54, *Hanford Site Services and Interface Requirements Matrix*;
- (o) Develop the inter-contractor ordering and financial agreements necessary to support providing Usage-Based Services (UBS) identified in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, to OHCs including clear identification of responsibility for the costs incurred under these agreements;
- (p) Provide a weekly written Transition Status Report to DOE during the transition process. The report shall include status of transition activities, updated transition schedule, any issues/concerns, status of Due Diligence Review, and where DOE assistance is needed. This report will be presented at established routine status meetings with DOE;
- (q) Submit a Readiness to Assume Responsibility for Execution of PWS Declaration to DOE, indicating readiness to assume responsibility for execution of the PWS under the terms and conditions of the Contract. Following submission of the declaration, DOE will have 10 days to review the declaration, evaluate Contractor readiness, and issue CO approval to proceed;

¹Herein referred to as HMESC.

- (r) Support DOE in conducting all activities required for DOE to determine that, prior to the end of the Transition Period, the Contractor is ready to assume full responsibility for execution of the Contract and;
- (s) Develop and submit a Graded Approach for Implementation of Contract Requirements Plan for DOE approval to implement requirements and streamline processes, eliminate non-value added requirements, apply a graded approach, and identify efficiencies and performance improvements (e.g., to DOE directives, regulations, and others) that are critical to accomplishing the Hanford Site mission. The plan shall include a review and recommendations of changes to the current Hanford Site standards and implementing procedures for the elimination of requirements and/or streamline processes. The Contractor shall use the Hanford Site interface governance process to reach agreement with the Other Hanford Contractors on proposed changes. The plan shall be updated and submitted to DOE for approval upon exercising each option period.
- (t) Identify agreements, letter approvals, determinations of cost allowability, or understandings the Contractor plans to rely upon and apply to work performed under this Contract, or in the accounting for costs incurred. DOE agreements with predecessor contractors, contract guidance, direction, or interpretation on other contracts shall not apply to this Contract unless they have been identified and approved in advance by the CO. CO approved agreements shall be incorporated into Section J Attachment, *Advance Understanding on Costs*. Agreements on advance understanding of costs will be through partnering between DOE and the Contractor.

Transition Plan

The Transition Plan provides a description of necessary transition activities, identifies all involved organizations, identifies Contractor personnel along with roles and responsibilities of who will be managing transition activities, and includes an integrated, critical path transition schedule that reflects activities by the incumbent Contractor, OHCs, and DOE personnel, as appropriate. The objectives of the Transition Plan are to minimize the impacts affecting continuity of operations, identify key issues, and overcome barriers to transition. Successful completion of the transition activities will enable the Contractor to assume full responsibility for execution of the PWS upon execution of a Final Transfer Agreement with the outgoing contractor.

The Transition Plan shall:

- (a) Describe the approach to transition of services and other work identified in the PWS including the process, rationale, planned activities, and milestones necessary for conducting safe, orderly Contract Transition; minimizing impacts on continuity of operations; identifying key issues and associated resolutions that may arise during transition; and planned interactions with DOE, OHCs, the workforce, regulators, and stakeholders;
- (b) Include a description of the activities necessary for the Contractor to assume full responsibility for the Contract; and
- (c) Identify and address the other activities and contract deliverables specified within the Contract requiring DOE approval prior to completion of transition.

STANDARD OPERATIONS CLINs 0020, 1020, and 2020

C.2 Operations

The Contractor shall manage and control laboratory operations to maintain the capability and capacity to provide analytical services to site customers as negotiated through Service Level Agreements (SLA). Unless specifically approved by DOE, the Contractor may not turn down work for which it has applicable procedures, functioning equipment, and appropriately qualified personnel. The Contractor shall first receive approval from the CO if the Contractor wishes to cancel an existing procedure without issuing a replacement procedure that provides equivalent capability.

The Contractor shall submit to DOE, for review, an Enhanced Operations Plan. The plan shall describe the Contractor's approach to transition from base to enhanced operations staffing, workload, and facility maintenance. (See Section C.5, *Enhanced Operations*.)

C.2.1 Analytical Operations

The Contractor shall chose a standard Hanford 40-hour work week to establish normal operating hours. The Contractor shall maintain capability to receive and process samples 24/7 to support site work activities as necessary.

C.2.1.1 Analytical Services

Analytical Services include, but are not limited to: sample receipt at the 222-S Laboratory facility, sample handling and preparation, customer consultation, sample analysis, data management, issue of data reports, Hanford Site Standards Laboratory services, and sample brokering to offsite laboratories. The desired outcome is to provide efficient analytical support, generate and maintain defensible data, and provide technical services for the Hanford Site Cleanup Mission.

Samples received from tank farms may be highly radioactive tank waste—potentially exceeding 300 rad/hour (3 Gy/hour), with a significant portion of the radiation expected to be gamma. The 222-S Laboratory is responsible for hot cell operations (load-in, manipulator operation, analytical work, load-out) necessary for sample receipt, preparation and distribution. Most high activity samples are received into the 11A Hot Cells (11A-1[a and b] and 11A-2 through 11A-6). Samples are unloaded from heavy, shielded transport containers into the hot cells, where they are prepared (e.g., composited with additional samples, solid/liquid phase separation, extruded, segmented, diluted) and aliquoted for load-out and analysis. Some basic analyses may need to be performed on undiluted samples within the hot cells (e.g., pH, viscosity, evaporator boildowns, visual examinations, and pictures). In addition to the newer 11A Hot Cells, there are four hot cells (1A, 1E-1, 1E-2, and 1F) in the Multi-Curie Area of the 222-S Laboratory installed when the facility started operations. The Contractor shall not use offsite laboratory facilities or services to analyze Hanford Site high activity tank waste samples without prior approval from the CO.

In conjunction with the hot cells, the 222-S Laboratory employs several glove boxes and more than 150 hoods to safely prepare and perform analyses on hazardous and radioactive materials.

The Contractor shall:

- (a) Provide analytical services including organic chemistry, inorganic chemistry, radiochemistry, materials analysis, Industrial Hygiene (IH) sample analysis, physical characterization of sample material, and technical services;
- (b) Track, document, and control samples from receipt through final disposition;

- (c) Use analytical procedures for tank waste and environmental samples based primarily on EPA SW-846, *Hazardous Waste Test Methods* with customer-approved modifications. IH sample analysis procedures shall be based on industry accepted methods. Radiochemistry protocols shall be based on commercially available technologies or have been developed by the 222-S Laboratory specifically for use in the facility;
- (d) Generate reports with defined formats. Components of report formats may include raw data, data summary reports, method detection limits with qualifiers, quality assurance (QA) data and associated QA qualifiers, and data upload into the DOE-approved Laboratory Information Management System (LIMS);
- (e) Procure or produce analytical reagents and standards for use in the 222-S Laboratory facility that have documented traceability to National Institute of Standards and Technology standards, if available;
- (f) Perform routine chemical inventory maintenance and chemical stabilization and establish procedures to determine the acceptability of such materials;
- (g) Maintain the capability to clean, chemically inactivate, and stage sample collection equipment for use in the field;
- (h) Manage contracts with offsite treatment, storage, and disposal facilities (TSDF) to broker contaminated solid, dangerous, and mixed waste. This includes characterization of waste streams, waste shipping, and evaluations of TSDFs. The Contractor shall provide these waste disposal capabilities for the OHCs via SLAs;
- (i) Establish a radioactive waste management basis for the laboratory as described in DOE M 435.1, *Radioactive Waste Management Manual*;
- (j) Determine needs for new and replacement instruments for the 222-S Laboratory and develop the methods and procedures necessary to operate the equipment and instruments that are installed;
- (k) Develop new methods to meet evolving customer analytical needs and/or requirements;
- (l) Archive samples which are analyzed at the 222-S Laboratory at the request of the customer (per Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*). The Contractor shall:
 - (1) Require the customer to provide final disposition scheduling documentation for each archived sample;
 - (2) Maintain the sample archive, including archival reconstitution, documentation, and tracking of archived samples; and
 - (3) Notify customers annually of their archive inventory and make requests to dispose of samples that are no longer needed.
- (m) Deliver final sample analysis reports (deliverables) to the customer on or before the date agreed upon with the customer. The time allotted for generation and transmittal to the customer of a final deliverable is dependent upon sample characteristics, analyses requested, and report format requirements;
- (n) Interface with customers to plan and schedule analytical services and tailor sample analysis methods and reporting formats to customer requirements. Planning and scheduling shall consider the cyclical nature of the laboratory workload, customer priorities, and unplanned or emergent work;

- (o) Assist customers with analytical method selection; and
- (p) Meet all holding time deadlines negotiated with the customer. Holding times are the length of time from sample collection allotted to the Contractor to perform sample analysis. Holding times are established by regulatory organizations and defined by customers to prevent sample degradation and are dependent upon the analyte and testing methodology.
- (q) Broker samples and manage contracts with offsite laboratories. Brokering activities include locating offsite analytical support that meets Hanford contractor requirements, flowing appropriate analytical requirements down to offsite laboratories, audits or evaluations of offsite laboratories, radiological screening of samples, sample packaging and shipping, QA review of data generated by the offsite laboratories, and generation and/or distribution of data reports to sample owners;
- (r) Develop an Analytical Services Business Case Analysis for offsite laboratory performance of the process chemistry and laboratory analysis work scope as described in Section C.2.1.3, *Laboratory Process Chemistry and Laboratory Analysis*.
 - (1) For work scope identified in the analysis, the Contractor shall:
 - (i) Prepare and submit to DOE an Analytical Services Business Case Analysis for the most effective means to perform process chemistry and laboratory analysis work scope based on this assessment. The Analytical Services Business Case Analysis shall address the following:
 - (A) For each of the components of the work scope, the Contractor shall assess the current and future needs over the life-cycle of the Hanford Site cleanup mission considering the following criteria:
 - (I) Availability of necessary facilities, equipment, instrumentation, methods, and services.
 - (II) Availability of necessary technical expertise and experience.
 - (III) Maintenance of any required certifications and accreditations.
 - (B) Include commercial best practices, a transition and implementation plan with life-cycle resource estimate that includes all costs, and an approach for responding to emerging process chemistry and laboratory analysis needs for which there is no established technical capability.
 - (2) The decision to approve all or part of the Analytical Services Business Case Analysis shall be made at the unilateral discretion of the DOE Contracting Officer. If the Contractor is authorized to implement all or part of the identified work scope, the Contractor shall provide a list of requested Government-Furnished Services and Information (GFS/I) and suggested milestones. The analysis shall be updated annually following initial submittal. The Contractor shall not be entitled to an equitable adjustment to Contract Cost and Contract Fee as a result of DOE's decision to approve all or part of the Analytical Services Business Case Analysis.

C.2.1.2 Analytical Control

For activities at the 222-S Laboratory Complex, an analytical control organization shall be responsible for flowing work activities down from the field execution schedule and workweek data to the point of

release. The desired outcome is efficient planning, scheduling, determination of sample disposition, and distribution of final reports.

The Contractor shall:

- (a) Establish and implement a management system for control of the analytical scope performed at the 222-S Laboratory;
- (b) Establish interfaces with customers, DOE oversight, other DOE laboratories, accreditation bodies, performance testing organizations, and regulatory organizations;
- (c) Develop customer SLAs;
- (d) Negotiate Tank Sample Analysis Plans, sample hold times, deliverable due dates, reporting formats and any other specific analytical requirements with customers;
- (e) Determine which samples are self-performed and which are sent to subcontracting laboratories unless otherwise specified by the customer;
- (f) Procure and manage subcontracts with offsite analytical laboratories and instrument vendor support services;
- (g) Audit subcontracted laboratories, provide QA oversight, receive analytical reports from laboratories, and distribute data to the customers;
- (h) Prioritize the sample-testing schedule to meet customer needs;
- (i) Manage routine process chemistry work scope;
- (j) Manage research and technology development work scope;
- (k) Work closely with OHCs to successfully coordinate facility maintenance activities, facility construction projects, and planned facility outages with customers' analytical work schedules;
- (l) Provide Integrated Sitewide Analysis Plans, assist development of OHC data quality objectives, and provide process and analytical technology support. Interface with OHCs to develop sample analysis rates and waste generation estimates for the OHCs, and integrated planning products to plan OHC sample analysis expenditures;
- (m) Adhere to developed budgets and schedules;
- (n) Issue performance status reports; and
- (o) Effectively communicate with DOE and OHCs.

C.2.1.3 Laboratory Process Chemistry and Laboratory Analysis

Laboratory process chemistry refers to the routine analysis of samples to support waste handling and treatment processes for the tank farms on the Hanford Site. Process chemistry samples routinely analyzed by the 222-S Laboratory include liquid and solid tank waste samples as well as IH and environmental samples.

The Contractor shall:

- (a) Conduct analysis as needed at the 222-S Laboratory including highly radioactive, IH, and environmental samples;
- (b) Ensure work activities requiring the handling of highly radioactive materials in gloveboxes or hot cells are performed under rigorous safety requirements (e.g., Documented Safety Analysis [DSA], Technical Safety Requirements [TSR], Conduct of Operations [CONOPS] Process, Radiation Protection Program [RPP], SAS, and Material at Risk requirements);
- (c) Ensure process chemistry and laboratory analysis personnel support analytical production control to meet client requests, address analytical issues, support routine facility maintenance, and assist in the planning for equipment additions;
- (d) Develop integrated organic, inorganic, and radiochemistry analytical schedules;
- (e) Ensure analyses are performed under a DOE-approved Quality Assurance Program (QAP) and sample data is stored in a Government-furnished LIMS. LIMS is used to develop routinely prepared narrative reports, compliantly manage laboratory waste, data management, data reduction, manage laboratory supplies, manage sample archives, track and control samples, and procure laboratory supplies; and
- (f) Provide process chemistry and laboratory analytical services for Hanford Site contractors and other site users (see Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, Service Number 95, “Highly Radioactive Sample Analytical Services” and Service Number 96, “Sample Analytical Services”).

The Contractor’s analytical control system manages process chemistry scope.

C.2.1.4 Laboratory Research and Technology Development

The 222-S Laboratory performs research and technology development activities, and performs analytical services for other site users per Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*. The laboratory provides research and technology development services to resolve unique issues for DOE or other Hanford Site users, as needed. The desired outcome for this scope is to establish and/or maintain the capability to resolve chemistry, radiochemistry, and material science concerns as requested by customers.

The Contractor shall:

- (a) Develop analytical methods to address unique site analytical needs (e.g., specialized IH analyses);
- (b) Evaluate emergent technologies (e.g., analytical processes developed elsewhere);
- (c) Research physical and chemical characteristics of tank waste (e.g., solids morphology or identification);
- (d) Develop technologies for implementation on the site (e.g., field instrumentation for tank vapor monitoring);
- (e) Perform materials research and analysis to evaluate mechanisms of equipment failure (e.g., materials performance, or corrosion studies); and
- (f) Perform other research functions to meet customer requirements.

The Contractor's analytical control system manages research and technology development scope.

C.2.2 Facility Operations

The Contractor shall establish and implement programs to support facility operations at the 222-S Laboratory.

C.2.2.1 Conduct of Maintenance

Real Property Maintenance

In accordance with DOE O 430.1, *Real Property Asset Management*, real property assets must be sustained by maintenance, repair and renovation activities to ensure: mission readiness; operational safety; worker health, environmental protection and compliance; security; and property preservation to cost-effectively meet program missions.

The Contractor shall establish and document a maintenance management program for real property assigned to this Contract that includes the following:

- (a) Establish a computerized maintenance management system (CMMS) that provides the ability to track, capture, document, and demonstrate the real property maintenance cost expenditures at the component level;
- (b) Method to determine the minimum acceptable level of condition for each asset; methods for categorizing Repair Needs (RN) deficiencies that are also classified as Deferred Maintenance (DM); management of the DM backlog; and a method to prioritize maintenance work;
- (c) Ability to keep existing facilities in an acceptable condition, functional and sustainable in support of current missions. This includes a management process for planning and budgeting for known future cyclical maintenance, repair, and renovation requirements for major building components or infrastructure systems; and a mechanism to track direct and indirect funded expenditures for maintenance and repair and renovation at the asset level;
- (d) Develop technical and management processes to align the performance, functional, and physical attributes of real property facilities, structures, systems, and components in the maintenance program with associated requirements, design, and operational information;
- (e) Ensure real property asset availability for planned use or disposition using preventive and predictive maintenance and repairs;
- (f) Develop five-year forecast (by fiscal year) and update annually to identify financial investments for sustainment of real property assets to support DOE strategic plans, program guidance, and Departmental performance targets. Include consideration for desired level of service, remaining service life, current condition assessments, Energy Independence and Security Act energy and water evaluations, utilizations surveys, the mission dependency of the asset, and projected funding for DM reduction; and
- (g) Support HMESC in the Hanford Site Condition Assessment Surveys/Condition Assessment Information System (CAIS) for assigned facilities, other structures and facilities, real property trailers, and real property Conex boxes. Any issues found during condition assessments surveys will be handled in accordance with the Contract Assurance System.

Nuclear Facility Maintenance

The Contractor shall perform maintenance in accordance with the requirements of DOE O 433.1, *Maintenance Management Program for DOE Nuclear Facilities*, to minimize the likelihood and consequences of human fallibility or technical and organizational system failures.

The Contractor shall:

- (a) Develop and implement a Nuclear Maintenance Management Program (NMMP) using the general and specific requirements and attributes identified in DOE O 433.1, for the DOE Hazard Category 3 Nuclear Facility;
- (b) Provide to DOE for approval NMMP description documents consisting of entries for each general and specific maintenance requirement and attribute of DOE O 433.1; and
- (c) Review, update, and obtain DOE approval of nuclear maintenance documentation in (b) demonstrating conformance at inception, when changes in conditions require changes in the documentation, and at least every 3 years or as directed by DOE (minor administrative changes and corrections or routine updates to cited documents do not require new DOE approval).

An NMMP may be written to encompass both nuclear and non-nuclear facility maintenance in a single program.

Personal Property Maintenance

The Contractor shall:

- (a) Complete the Deferred Maintenance and Repairs Disclosure for Personal/Capital Equipment Form by September 30 for each year. For capital equipment not to be reported on by the Contractor, a request also shall be submitted to DOE for approval of non-reporting. The following definitions for Deferred Maintenance and Repair Needs are provided:

Deferred Maintenance and Repair. Maintenance and repairs that were not performed when they should have been or were scheduled to be and which are put off or delayed for a future period. [Federal Accounting Standards Advisory Board, Statement of Federal Financial Accounting Standards 42, Deferred Maintenance and Repairs] Record in FIMS only the DM cost estimates associated with real property assets.

Repair Needs. The estimated cost to restore a real property asset's component system failures noted during a condition assessment survey to a state substantially equivalent to the most recently configured capacity, efficiency, or capability. The "needs" originate from the real property asset, not necessarily management. Repair needs will always equal or exceed DM; the difference between the two depends on each noted deficiency's optimum period and acceptability to management [adapted from Federal Real Property Council, 2013 Guidance for Real Property Inventory Reporting].

- (b) Align and integrate the CMMS, addressed in this section, for tracking all Personal Property Maintenance Activities Work Packages including cost and schedule.

C.2.2.2 Corrective Maintenance and Facility Improvements

Corrective maintenance is defined as repairs, alignments, etc. needed when equipment or systems fail or do not perform their intended function. Facility improvement is defined as the construction, expansion, or extension of an existing asset to accommodate a change of function or programmatic need, or to incorporate new technology.

The Contractor shall:

- (a) Assess mission needs and perform corrective maintenance and facility improvements up to \$250,000 in value per project in compliance with a DOE-approved 222-S Laboratory Complex NMMP.
- (b) Submit a requirements package to the CO for all facility improvements projected to exceed \$250,000. Requirements packages shall be tailored to size, scope, and complexity of the improvement and shall include:
 - (1) Mission Need Statement;
 - (2) Performance Work Statement;
 - (3) Cost estimate;
 - (4) Recommended contracting approach and justification, including a Labor Standards Determination from the U.S. DOE Labor Standards Board, as described in Section J, Attachment J-7, Labor Standards Board Process (reference Section H, Clause H.10, *Labor Standards*);
 - (5) Key terms and conditions; and
 - (6) Updated nuclear safety and supporting documentation or other supporting documentation as requested by DOE to design or construct improvements, such as drawings, schematics, warranties, and maintenance agreements.
- (c) Support 222-S Laboratory Complex facility improvement projects by performing the following functions:
 - (1) Engineering Studies
 - (2) Conceptual Planning
 - (3) Design Review
 - (4) Interface meetings
 - (5) Schedule integration
 - (6) Procedure development and implementation

The desired outcome is a cooperative relationship between the Contractor, DOE, OHCs, and any third-party design and/or construction organization(s) to design and construct quality improvements in a cost-effective manner with minimal impact to schedule while protecting worker safety.

The *222-S Life Extension Strategic Management Plan* (RPP-RPT-40632) shall be updated and submitted for DOE approval. This strategic plan includes analytical equipment replacements, room renovations, facility or room upgrades, and new facility construction to help maintain the facility in working order and promote efficient operations.

C.2.2.3 Operations Control

For facility management and maintenance activities at the 222-S Laboratory Complex, an operations control organization shall be responsible for flowing work activities down from the field execution schedule and workweek data to the point of release. The desired outcome for this scope is for operations

control to integrate and coordinate labor and equipment resources so that facility operations are scheduled and performed efficiently.

The Contractor shall:

- (a) Implement an operations control system for the full operations scope performed at the laboratory;
- (b) Maintain a Work/Resource Schedule for facility operations control;
- (c) Develop and maintain an Integrated Priority List to address emergent work;
- (d) Develop and maintain a Planned Maintenance Schedule for the 222-S Laboratory Complex;
- (e) Evaluate maintenance schedule requirements, facility priority needs, procurement schedules, safety impacts, and vendor support availability to attempt to develop a production schedule maximizing the use of available resources;
- (f) Interface with OHCs for the performance of maintenance activities (see Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*) to ensure scheduling and resources are maximized and impacts to laboratory operations are minimized; and
- (g) Ensure adequate planning and scheduling to minimize impacts to laboratory operations for analytical equipment replacements, room renovations, facility or room upgrades, and new facility construction.

C.2.2.4 Conduct of Operations

The Contractor shall:

- (a) Establish a Conduct of Operations (CONOPS) Program using the graded approach to CONOPS requirements and attributes identified in DOE O 422.1 for the DOE Hazard Category 3 nuclear facility and for other than Hazard Category 1, 2, and 3 nuclear facilities. Facilities may be grouped as appropriate; and
- (b) Define graded approach for causal analysis and corrective actions for High, Low and Informational Level reports as required by DOE O 232.2A, *Occurrence Reporting and Processing of Operations Information* in the QAP.

The CONOPS Program shall include the Contractor's implementing process or procedure for activity level work planning and control that achieves the following goals:

- (a) Applies to all facilities and is not limited to nuclear facilities and activities;
- (b) Protects the worker, the public and the environment by scoping, planning, scheduling and preparing in a manner that results in the safe execution of work;
- (c) Mitigates or eliminates the hazards associated with work;
- (d) Identifies the impact of work to the facility and work groups and plan, control, and execute the work without incurring unanticipated issues resulting from the work;
- (e) Maximizes efficiency and effectiveness of site personnel and material resources;
- (f) Maximizes availability and reliability of facility equipment and systems; and
- (g) Maximizes continuous feedback and improvement including worker feedback mechanisms.

C.3 Core Functions

The Contractor shall manage and control Core Functions to maintain the capability and capacity to provide analytical services to site customers and to maintain the 222-S Complex in a safe and compliant mode. One of the purposes of this section is to assist in describing the specific responsibility of the 222-S Laboratory Contract in Hanford Site crosscutting programs. The following sections define the programs that must exist to safely and successfully perform the cleanup mission of the Hanford Site. These programs shall be conducted in an integrated manner that protects the workers, public, and environment while enabling efficient cleanup. These activities are associated across all work within the PWS.

C.3.1 Engineering

The Contractor shall provide engineering support to maintain and upgrade the 222-S Laboratory Complex facilities.

C.3.1.1 Conduct of Engineering

The delegations below are provided for operational flexibility. DOE retains overall authority for the Hanford site.

The Contractor shall:

- (a) Accept delegation per DOE O 420.1, *Facility Safety* to act as owner as it applies to industry codes and standards;
- (b) Act as the NFPA 70, *National Electrical Code*, Authority Having Jurisdiction (AHJ);
- (c) Be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this Contract.
- (d) Submit to DOE an Independently Qualified Registered Professional Engineer (IQRPE) review as required by Washington Administrative Code 173-303, *Dangerous Waste Regulations*;
- (e) With the manager of the tank farms as the lead, support the development and maintenance of and provide concurrence to the Hanford Site NPH requirements document, HNF-SD-GN-ER-501, *Natural Phenomena Hazards, Hanford Site, Washington* (Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, Service 101);
- (f) Utilize the Hanford Site NPH requirements document HNF-SD-GN-ER-501, *Natural Phenomena Hazards, Hanford Site, Washington* in the design, construction, and analysis of facilities assigned to this contract in accordance with DOE O 420.1;
- (g) Develop annual System Health Reports (SHR) to status and trend the operability, reliability and material condition of the confinement ventilation system, and structural and confinement boundary components of hot cells to include the following elements:
 - (1) A System scorecard or health score;
 - (2) System operational status including key equipment availability;
 - (3) Maintenance backlog;
 - (4) Closed and outstanding corrective actions;
 - (5) Closed and outstanding problem or Adverse Condition Reports;

- (6) System deficiencies;
- (7) System performance trending;
- (8) Material condition assessment including any walkthrough results; and
- (9) Other significant events and issues.

Drawing Updates

The 222-S Laboratory Complex uses a systematic approach to maintain, prepare, verify, approve, and revise two- and three-dimensional engineering drawings. The system applies to all drawing series that are released into Document Control. Any deviation from the system shall have the approval of the procedure owner.

The Contractor shall update engineering drawings as facilities are modified. In addition, the Contractor shall manage the backlog of drawing updates for projects that have previously been completed.

The Contractor shall maintain drawing configuration management. Drawings are based on the following drawing categories:

- (a) Essential Drawings;
- (b) Support Drawings; and
- (c) Reference Drawings.

The system engineer drawing administrators, as the decision-making authorities, shall determine the status of drawings for review, approval, and initial release or revision to document control. Vendor drawings shall meet the requirements of the Contractor's drawing procedures.

222-S Local Area Network (SLAN)

The 222-S Laboratory employs a laboratory specific, firewalled local area network, SLAN, to isolate the IT Network and devices within the 222-S Facility. Instrument controllers, computers, storage devices and other IT devices are kept separate from the Hanford Local Area Network (HLAN) and data access points to the SLAN network are controlled.

The Contractor shall:

- (a) Manage and maintain the secured SLAN within the 222-S Laboratory facility;
- (b) Manage and maintain the 222-S Laboratory LIMS and its interface with SLAN
 - (1) Procure and install a new LIMS within 2 years of NTP; and
- (c) Obtain, maintain, and manage software necessary for laboratory operations (e.g., analytical data management tools and instrument controller software) (see Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix* for software which may be obtained from HMESC.)

C.3.1.2 Nuclear Safety

The Contractor shall:

- (a) Perform work in accordance with the safety basis for the 222-S Laboratory; and
- (b) Implement a nuclear safety program that satisfies the requirements of 10 CFR 830, *Nuclear Safety Management* including Subpart A, *Quality Assurance Requirements*, and Subpart B, *Safety Basis Requirements*.

C.3.2 Environmental, Safety & Health

C.3.2.1 Environmental Regulatory Management

The Contractor shall:

- (a) Comply with environmental requirements and cleanup requirements under the TPA, DOE/RL-89-10; Consent Decree D-08-5085-FVS as amended; Hanford Air Operating Permit 00-05-006; *Resource Conservation and Recovery Act* (RCRA) Permit (WA7890008967); compliance and negotiations in accordance with the DOE/RL-2009-81, *Central Plateau Cleanup Completion Strategy*;
- (b) Execute work consistent with DOE NEPA decisions (Section J, Attachment J-2, *Requirement Resources and Implementing Documents*, Table J-2.2, “Implementing Documents”);
- (c) When requested by DOE prepare technical information required for additional NEPA analyses and/or documentation;
- (d) Execute the Hanford Site environmental permitting and regulatory compliance activities per Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, Service Number 38;
- (e) Support DOE for response to regulatory issues; and
- (f) Cooperate and coordinate when requested during enforcement actions including tracking, trending, and evaluating actions; coordinating and integrating responses; developing a protocol with the OHCs for enforcement inspections; and, for resolving compliance issues.

Inspection Actions

The Contractor shall:

- (a) Interface with other contractors in providing legally and contractually required air, liquid effluent, and other media environmental monitoring data;
- (b) Collect, compile, and/or integrate air and liquid effluent monitoring data from facilities assigned under the contract;
- (c) Submit annual Environmental Management System (EMS) compliant with DOE O 436.1, *Departmental Sustainability*; and
- (d) Every three years obtain a qualified third party audit of the contractor’s EMS.

C.3.2.2 Event Reporting and Investigation

Event Reporting and Investigation is required to provide accurate and timely reporting to DOE and investigation of environmental, safety, and health events at DOE facilities or in support of DOE facility operations.

Reporting

The Contractor shall report occurrences resulting from activities performed by Contractor personnel and subcontractors in support of facility operation and other externally driven events (such as natural phenomena), categorize the occurrences, notify DOE elements as required, and prepare and submit Occurrence Reports. Reporting programs shall include the following: Event or Condition Identification and Response, Event or Condition Categorization, Prompt Notifications, Occurrence Report Processing, Occurrence Investigation and Analysis, and Identifying Safety Performance Trends and Recurring Occurrences.

Notifications

The Contractor shall:

- (a) Establish and implement these two elements to ensure appropriate event notification for timely response:
 - (1) If an event occurs while the Contractor is working in a facility operated by another Hanford contractor, the contractor who has primary responsibility for the facility or activity shall make the event notification; and
 - (2) Communications equipment for notifications.
- (b) Notify the DOE Facility Representative (FR) for events such that real time notification of DOE line management occurs for personnel injuries, personnel radioactive contamination or internal deposition, chemical exposures, work stoppages, and other situations that might receive public, regulatory, or DOE-HQ attention. The FR shall be notified on a 24-hour basis of events that reach a threshold to notify the Facility Manager, including non-reportable and adverse conditions. Additional specific criteria for FR notification shall be, but are not limited to, the following:
 - (1) Employees receive occupational injuries or are exposed to hazards that result in transport to a first aid facility, a hospital, or necessitates the use of a medical monitoring program for one or more affected individuals;
 - (2) Employee exposure to hazardous substances (e.g., beryllium, asbestos, mercury, and lead) in excess of regulated limits;
 - (3) Employees experience contamination of skin or personal clothing. Contractors shall distinguish between clothing contamination and skin contamination;
 - (4) Employees have indications of potential radioactive internal deposition, such as positive nasal smears, positive workplace monitoring results requiring follow-up (i.e., whole body count, bioassay), or other measured indications of a potential internal deposition;
 - (5) Issuance of a Stop Work;
 - (6) The discovery of an immediate danger to workers, the environment, or the public;

- (7) The discovery that one of the barriers used to isolate hazardous energy failed (e.g., Lockout/Tagout Preparation, Technical Review, Installation, Verification, Safe Condition Check, and Safe to Work Check);
- (8) Transportation incident/accident involving radioactive or hazardous materials;
- (9) Whenever an incident occurs that involves the potential loss of control or compromise of classified or nuclear materials;
- (10) Identification of a non-compliance with an environmental permit or requirement prior to self-notification to a regulatory authority;
- (11) Potential Inadequacy in the Safety Analysis (PISA); and
- (12) Violation or non-compliance of Criticality Safety Evaluation control.

Investigation

The Contractor shall:

- (a) Establish and implement these six elements for investigating events to determine their impact and prevent recurrence:
 - (1) Specific events requiring investigation and criteria for identifying other events or conditions to be investigated;
 - (2) Designation of investigators and their training and qualification;
 - (3) Investigation processes and techniques;
 - (4) Causal analysis and corrective action determination;
 - (5) Event investigation reporting, training, and trending; and
 - (6) Responses to known or suspected sabotage.
- (b) Support DOE accident investigations for accidents occurring on self-performed and subcontracted work activities, as required in current DOE Directives.
- (c) Notify the FR of plans to perform event investigations (e.g., critique, fact-finding, etc.), so the FR is able to attend.

C.3.2.3 Waste Handling

Waste is anything that can be discarded or abandoned regardless of condition and is regulated by EPA and Washington Department of Ecology. The primary waste types encountered at the 222-S Laboratory Complex include RCRA (hazardous/dangerous, radioactive, and mixed), solid, and *Toxic Substances Control Act of 1976 (TSCA)* waste.

The Contractor shall be responsible for the waste management and handling activities at the 222-S Laboratory Complex. Waste management at the laboratory includes, but is not limited to liquid waste storage in the 219-S Waste Handling Facility; subsequent staging and transfer of 219-S waste back to the tank farms; operating compliant satellite and 90-day accumulation areas; compliant management of permitted dangerous and mixed waste storage units; and management of contaminated equipment storage units. Close cooperation between the Contractor (as generator) and the manager of the tank farms (as the recipient of waste streams from the 219-S Tank System and 207-SL gray water storage facilities) will be

required. The interface shall be governed by procedures maintained by both contractors through frequent consultation with each other. Individuals who generate or handle hazardous waste shall be required to participate in all courses as designated in the 222-S Laboratory Dangerous Waste Training Plan.

Approved, RCRA compliant liquid wastes are discharged through designated drains into the 219-S Tank System and later transferred to the Hanford Site tank farms for long-term storage. Hazardous waste not approved for discharge into the 219-S Tank System are accumulated in satellite accumulation areas (SAA) and 90-day accumulation areas in accordance with federal, state, and local codes. For waste that cannot be accepted by the 219-S Tank System, the Environmental Restoration Disposal Facility, or elsewhere on the Hanford Site, agreements shall be brokered with offsite disposal facilities for shipment and storage of that waste. The Contractor shall perform a periodic waste management audit of any offsite facilities used to store or dispose of 222-S Laboratory waste as required by the CO. The Contractor is responsible for the costs of managing and disposing of waste generated by 222-S Laboratory operations after it has been collected from SAAs and 90-day accumulation areas, discharged into the 219-S Tank System, or otherwise removed from the 222-S Laboratory Complex.

The Contractor shall:

- (a) Receive, handle, and provide a disposal pathway for radioactive waste in accordance with DOE O 435.1, *Radioactive Waste Management*;
- (b) Appropriately manage TSCA waste;
- (c) Manage the 219-S Tank System;
- (d) Designate the laboratory wastes;
- (e) Determine whether specific waste streams may be brought into or generated by the laboratory;
- (f) Manage discharge of specific waste streams into the 219-S Tank System;
- (g) Maintain accreditation from a proficiency testing organization (e.g., Environmental Resource Associates [Waters ERA]) approved by the Washington Department of Ecology and comply with all policies and procedures applicable to the accrediting bodies' activities.
- (h) Package, collect and dispose of wastes; and
- (i) Provide janitorial services within the 222-S Laboratory Complex.

C.3.2.4 Worker Safety and Health Program

The Contractor shall develop (or adapt) and implement a Worker Safety and Health Program that complies with 10 CFR 851, *Worker Safety and Health Program* and submit the program to DOE for review and approval.

Work Place Substance Abuse Programs

The authorities and requirements for a Workplace Substance Abuse Program (WSAP) are derived from 10 CFR 707, *Workplace Substance Abuse Programs at DOE Sites* and 49 CFR 40, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*. The WSAP is required of the Contractor, their subcontractors and other low-tier subcontractors with personnel in testing-designated positions. HMESC will establish program requirements, provide program procedures, conduct employee and supervisory training, establish testing programs, and maintain the official WSAP records.

The Contractor shall:

- (a) Provide a WSAP Implementation Plan to DOE for approval, and review and update the plan annually;
- (b) Comply with the requirements in 10 CFR 707, *Workplace Substance Abuse Programs at DOE Sites*; DOE O 350.1, *Contractor Human Resource Management Programs*; and 49 CFR 40, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*, as administered by the overall WSAP Implementation Plan;
- (c) Comply with the HMESC-established testing program for employees in testing designated positions. Testing designated positions are identified by the Contractor and apply to employees whose duties involve:
 - (1) Access to or handling of classified information;
 - (2) Access to or handling of Special Nuclear Material (SNM);
 - (3) High risk of danger to life, the environment, public health and safety, or national security; and
 - (4) Transportation of hazardous materials to or from a DOE site.
- (d) Coordinate and provide drug/alcohol testing information to HMESC, as required by the HMESC program and U.S. Department of Transportation (DOT) regulations;
- (e) Comply with the HMESC-established procedures and records management requirements for the implementation of the WSAP;
- (f) Comply with procedures and programs established by HMESC for education awareness on illegal substance use in the workplace, supervisory training regarding their responsibilities with impaired employees, and Employee Assistance Program services; and
- (g) Report occurrence and/or reasonable suspicion testing regarding the WSAP to HMESC within the timeframe established by HMESC to allow notice to DOE within 4 hours from the time the testing is ordered.

Safety Culture

The Contractor shall:

- (a) Adopt and continuously improve organizational culture (site core values and behaviors), Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to the Employee Concerns Program (ECP), the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution;
- (b) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect;
- (c) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE;

- (d) Champion a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement
- (e) Champion a culture that emphasizes the following attributes:
 - (1) Demonstrated safety leadership;
 - (2) Risk-informed, conservative decision making;
 - (3) Management engagement and time in the field;
 - (4) Staff recruitment, selection, retention, and development;
 - (5) Open communication and fostering an environment free from retribution;
 - (6) Clear expectation and accountability;
 - (7) Personal commitment to everyone's safety;
 - (8) Teamwork and mutual respect;
 - (9) Participation in work planning and improvement;
 - (10) Mindful of hazards and controls;
 - (11) Credibility, trust and reporting errors and problems;
 - (12) Effective resolution of reported problems;
 - (13) Performance monitoring through multiple means;
 - (14) Use of operations experience; and
 - (15) Questioning attitude.

C.3.2.5 Industrial Hygiene

The Contractor shall implement a comprehensive IH program in compliance with 10 CFR 851, *Worker Safety and Health Program* and the associated regulatory and consensus standards that are incorporated by reference.

C.3.2.6 Beryllium Program

The Contractor shall:

- (a) Perform work in compliance with 10 CFR 850, *Chronic Beryllium Disease Prevention Program*. The contractor shall work with HMESC to develop and manage the integrated Hanford Sitewide Chronic Beryllium Disease Prevention Program (CBDPP) plan; and
- (b) Provide interface with the HMESC Beryllium Health Advocate regarding management of the Hanford Site CBDPP.

C.3.2.7 Radiation Protection

The Contractor shall:

- (a) Develop and implement a radiological health and safety program that complies with the requirements of 10 CFR 835, *Occupational Radiation Protection*, and DOE/RL-2002-12, *Hanford Radiological Health and Safety Document*. Utilize guidance from DOE-STD-1098-2017, *Radiological Control* to develop the program; and
- (b) Utilize the Hanford Radiological Site Services defined in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, Service Number 49.

Radiological Assistance Program

HMESC manages the Region 8 Radiological Assistance Program (RAP), as described in DOE O 153.1, *Departmental Radiological Emergency Response Assets*, on behalf of DOE. The Region 8 RAP is responsible for Alaska, Oregon, Washington, and other regions, as directed by DOE-HQ. The RAP Mission is to provide first-responder radiological assistance to protect the health and safety of the general public and the environment; assist DOE program elements, and other federal, state, tribal and local agencies in the detection, identification and analysis, and response to events involving the use of radiological/nuclear material. The RAP provides 24-hour-a-day radiological response capabilities. The RAP teams consist of DOE and DOE contractor personnel that perform radiological assistance duties as part of their normal employment or as part of the terms of the Contract between their employer and DOE. HMESC will require augmentation of RAP Response Team personnel, equipment, and expertise as delineated in work scope arrangements with the Contractor, OHCs or offsite vendors.

The Contractor shall:

- (a) Establish an agreement with HMESC detailing the specific services to be provided by the Contractor in support of the Region 8 RAP;
- (b) Provide qualified personnel, technical expertise, equipment, and support to the DOE Region 8 RAP as delineated in the inter-contractor agreement to ensure maintenance and staffing of emergency teams with the ability to respond under the direction of DOE National Nuclear Security Administration and the U.S. Department of Homeland Security; and
- (c) As specified in the inter-contractor agreement, adhere to the requirements established by HMESC, consistent with DOE O 153.1.

C.3.2.8 Fire Protection Program

Existing Fire Protection Exemptions and Equivalencies are provided in Section J, Attachment J-18, *Exemptions and Equivalencies*.

The Contractor shall:

- (a) Institutionalize and recognize the Hanford Fire Marshal's (HFM) authority as contained in the Authority, Responsibilities, and Duties and Enforcement section of the DOE approved HFM Charter (HNF-52336, *Authority, Responsibilities, and Duties of the Hanford Fire Marshal* [aka Fire Marshal's Charter]);
- (b) Ensure individuals performing testing of any backflow preventers shall have a Washington State Backflow Assembly Tester certificate issued by the Washington State Department of Health;

- (c) Ensure new projects and facility design, construction and modifications involving fire systems are in accordance with *Hanford Fire Protection Design Requirements* (HNF-36174); and
- (d) Ensure all fire permits required by NFPA 1, *Fire Code*, Section 1.12, shall be issued by the HFM permit system. HFM permits shall be obtained and posted (or readily accessible) prior to the proposed activity or configuration.

C.3.2.9 Sitewide Safety Systems

HMESC integrates and coordinates the Hanford Site safety and health standards through MSC-MP-41080, *Hanford Integrated Standards Management Plan*. The Contractor shall participate in the development of and implement the integrated Site safety and health programs.

The goal is to have integrated and standardized programs at Hanford for worker safety and health where there are similar hazards, requirements, and worker expectations. Since Hanford Site workers may perform work in facilities controlled by OHCs, safety and health is improved through integrated and standardized safety and health programs.

The Integrated Site Safety and Health Programs provide standardized safe-work practices and applicable mandatory training provided by HMESC. All worker safety and health practices must be compliant with 10 CFR 851, *Worker Safety and Health Program*. MSC-MP-41080 defines the processes used to develop, implement, maintain, and revise Site Safety and Health Standards. The processes defined in MSC-MP-41080 are intended to encourage and reinforce collaboration through a consensus process among DOE, Hanford Contractors, and Bargaining Units on the Hanford Site.

Although there are ten (10) Site standards listed in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, Service Number 46, the Contractor is allowed to increase or decrease the number of site standards with DOE's approval. Discrepancies amongst the Contractors that cannot be resolved internally by the facilitator and or Integrated and Site Wide Safety Systems (ISWSS) Director must be elevated to the Senior Management Team (SMT) for resolution. If the SMT cannot resolve the impasse, it is elevated to DOE for final resolution. The Committee and Contractors shall adhere to the decision through contract direction. The above actions do not eliminate or replace contractor internal dispute resolution processes, CBAs or Hanford Site employee concerns programs.

The Contractor shall:

- (a) Work collaboratively to develop and approve MSC-MP-41080;
- (b) Provide representatives to attend regular Site safety and health program meetings to resolve standardized safe-work practices and training needs; and
- (c) Provide inputs to HMESC as required to ensure integration and implementation of the site integrated and standardized safety and health programs.

C.3.2.10 Emergency Management Program

HMESC establishes and maintains a centralized Emergency Operations program and the Hanford Sitewide Emergency Preparedness (EP) Program for the Hanford Site on behalf of DOE as described in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*. HMESC is responsible for the Hanford Emergency Operations Center (EOC), develops and maintains emergency plans and procedures, performs hazard surveys and assessments, reviews hazard assessments for all facilities at the Hanford Site, and supports Hanford Sitewide EP training and drills.

The Contractor shall:

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

Emergency Services

HMESC manages and conducts the Fire Services for the Hanford Site. This includes wildland fire, structural fire, and ambulance emergency response. This also includes hazardous material and chemical, biological, radiological emergency response, pre-fire planning in designated facilities, Sitewide Respiratory Protection Services, and the testing and maintenance of life safety fire protection systems in designated facilities.

The Contractor shall:

- (a) Support facility access to HMESC's fire services personnel, and notify the HFD of work activities, events, and incidents that may require Fire Services involvement and/or response (e.g., medical assistance, hazardous or radiological emergency help, etc.) (see Section C.3.2.8, *Fire Protection Program*); and
- (b) Provide respiratory protection for its workforce when appropriate. Respiratory Protection Program implementation and support services may be self-performed or subcontracted (Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*).

C.3.3 Assurance Systems

Assurance Systems include QA and Contractor Assurance System (CAS) necessary to operate the 222-S Laboratory Complex.

Contractors are required to implement QA Programs that provide confidence that quality is achieved.

The Contractor shall implement Assurance Systems at the 222-S Laboratory.

C.3.3.1 Analytical Quality Assurance

Analytical quality assurance (QA) requirements are established by 222-S Laboratory clients or data users and conveyed to the laboratory through sampling and analysis plans, data quality requirements, data quality objectives, or similar documents. The Contractor shall interface with clients to assist with the identification of and mutually agree upon the appropriate set of QA requirements for the analytical work performed.

C.3.3.2 Facility Quality Assurance

The Contractor shall submit a Quality Assurance Plan (QAP) that implements QA program requirements identified in Table J-2.1, "DOE Directives, Regulations, Policies, and Standards" (Section J, Attachment J-2, *Requirement Sources and Implementing Documents*) and Section E, E.3 FAR 52.246-11,

Higher-Level Contract Quality Requirement (Dec 2014) using a graded approach for DOE approval. The graded approach shall be documented and submitted for DOE approval as a standalone document or combined with the QAP.

C.3.3.3 Requirements Management Program

The Contractor shall:

- (a) Develop, document, and implement an effective requirements management system that establishes and maintains an adequate requirements dataset and provides bi-directional traceability;
- (b) Use the HMESC-provided (Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, Service Number 5) requirements management software; and
- (c) Participate in the requirements management forum.

Procedure Management

The Contractor shall:

- (a) Prepare, review, approve, issue, use, and revise documents to prescribe work processes; and
- (b) Identify and control procedures to ensure proper use.

The HMESC-provided Hanford Site Procedure Management System (Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, Service Number 80) is available for use by the contractor.

C.3.3.4 Contractor Assurance System

CAS covers the full scope of contractor operations and is applied to all operating and business functions, including systems for the protection of the worker, public, environment, property, business, and financial matters. The Contractor shall:

- (a) Develop and implement an effective CAS that complies with DOE O 226.1, *Implementation of Department of Energy Oversight Policy*;
- (b) Participate in the CAS Forum for the purposes of: development, approval and maintenance of the Site Wide Assurance Systems Approach Document for the purpose of identifying and describing approaches; benchmarking best practices; consolidating contractor feedback, and managing workflow configuration alignment among DOE, HMESC and other participating prime contractors;
- (c) Develop and implement appropriate workflow applications using the HMESC-provided software; and
- (d) Develop and submit an implementation plan to DOE that aligns CAS elements and implementing procedures with the Site Wide Assurance Systems Approach Document and, HMESC-provided software. Full implementation shall occur within 180 days of NTP.

C.3.4 Safeguards & Security

HMESC is responsible for the management and execution of Hanford's Sitewide Safeguards and Security (SAS) programs. The Contractor shall maintain compliance with Hanford Site Security and participate in the Hanford Sitewide SAS programs. The Contractor shall safeguard Category IV Accountable Nuclear Material kept at the 222-S Laboratory.

C.3.4.1 Safeguards and Security Program

- (a) SAS Program Management. The Contractor shall coordinate and interface with HMESC and its subcontractors who provide SAS Services (e.g., Hanford Site Access Control, Security Police Officers, Vulnerability Analysis, etc.). (See Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, Service Number 28, “Safeguards and Security (SAS) Awareness.”);
- (b) The Contractor shall perform the following SAS program management functions:
 - (1) SAS Program Planning, Oversight, and Administration. The Contractor shall identify and coordinate its SAS operational planning activities with HMESC operational planning activities on a Hanford Sitewide basis. The Contractor shall provide SAS technical, cost, and schedule performance information to HMESC;
 - (2) Security Conditions (SECON). The Contractor shall conform to and comply with the DOE SECON System. The Contractor shall comply with any protective measure requirements that may be implemented in the event of a crisis or emergency, and/or in response to a malevolent or terrorist threat to any or all DOE facilities, assets, and personnel;
 - (3) Site SAS Plan and other SAS plans. The Contractor shall provide information to HMESC in support of maintaining the Hanford Site SAS Plan and other SAS plans;
 - (4) Vulnerability Assessments. The Contractor shall provide the necessary operational and technical expertise in support of the preparation of vulnerability assessments, security analyses, and special SAS studies and evaluations as identified by HMESC for the Hanford Site;
 - (5) Design Basis Threat (DBT). The Contractor shall implement SAS actions, procedures, and/or processes as assigned by DOE that are necessary to comply with DOE DBT requirements. Overall DBT implementation actions and/or plans shall be consolidated and prepared by HMESC and approved by DOE;
 - (6) Performance Assurance. The Contractor shall provide information on an annual basis to HMESC to support preparation of the Hanford Sitewide Performance Assurance Program Plan as part of the Hanford Site SAS Plan;
 - (7) Surveys, Reviews, and Assessments. The Contractor shall:
 - (i) Provide operational and technical expertise, when requested, to support SAS surveys, reviews, assessments and/or SAS performance tests (e.g., force-on-force exercises) that are conducted by HMESC and/or DOE for SAS program elements;
 - (ii) Conduct formal self-assessments at intervals consistent with risk management principles and/or as directed by the DOE cognizant security office;
 - (iii) Identify, implement, and close corrective actions for deficiencies in accordance with the SAS Corrective Action Management Programs and applicable DOE requirements;
 - (iv) Coordinate with HMESC on the input of information into various SAS tracking databases for findings identified in self-assessments, DOE periodic SAS surveys, and by other outside sources in the SAS Program; and
 - (v) Develop procedures applicable to these activities.
 - (8) Facility Clearance and Registration. The Contractor shall submit all required information to HMESC for facility clearance and registration actions;
 - (9) SAS Training. The Contractor shall identify SAS training needs for Contractor personnel and

shall arrange, fund, and schedule training in accordance with applicable requirements;

(10) SAS Awareness. The Contractor shall:

- (i) Comply with the requirements of the Hanford Security Awareness Program;
- (ii) Maintain awareness of Hanford Sitewide security issues/topics and incorporate them into the Contractor's internal practices and procedures, as appropriate; and
- (iii) Implement supplementary SAS awareness activities and/or briefings (e.g., at staff and safety meetings) in coordination with Hanford Sitewide policies.

(11) Equivalencies and Exemptions. The Contractor shall:

- (i) Identify, evaluate, and submit equivalencies and exemptions to SAS requirements to DOE; and
- (ii) Coordinate with HMESC prior to submitting equivalencies and exemptions to DOE. Equivalencies and exemptions requests shall be applicable and unique to the project/program scopes of work, and submitted only when other means to meet requirements would not meet DOE's SAS Program objectives.

(12) Incidents of Security Concern. The Contractor shall:

- (i) Develop and implement procedures and processes consistent with DOE requirements for addressing incidents of security concern;
- (ii) Provide information and facility access to HMESC for investigation of security incidents;
- (iii) Develop and implement corrective actions to address investigation findings; and
- (iv) Provide information to HMESC to support administration of the Hanford Site Security Infraction Program.

(c) Physical Security

The Contractor shall:

- (1) Comply with HMESC security plans and DOE security plans/requirements;
 - (2) Support HMESC in the development or updating of facility asset protection agreements for 222-S facilities and shall conduct operations consistent with the agreements;
 - (3) Be responsible for all facility security costs, including capital investments and maintenance, except for sensors or equipment that is a component of a security system (for example, a communication cable from a sensor to a central processing unit). HMESC is responsible for security system-specific costs; and
 - (4) Submit, through HMESC for DOE review and approval, any SAS arrangements or changes prior to operations commencing, or changing operations, or configurations that might alter the performance of existing SAS systems (e.g., limited/protected area boundaries, physical security configurations and associated hardware [sensors/cameras], Patrol coverage and responses, safeguards methods or boundaries, and entry/access control systems/procedures).
- (d) Protective Forces: HMESC provides Protective Forces (e.g., armed personnel, specialized equipment, and tactical procedures) to protect DOE assets, including people and property on the Hanford Site. HMESC is responsible for the protective force activities; however, many areas (e.g., information about the facility, reporting about events in the facility and access to the facility) of facility operations

management require cooperation and/or support from the Contractor.

The Contractor shall:

- (1) Support and integrate operational/business activities in conjunction with HMESC Protective Forces in use at the Hanford Site for physical protection of SNM, industrial assets, and mitigation and deterrence of radiological and toxicological sabotage events at the 222-S Laboratory; and
 - (2) Manage its activities consistent with DOE-approved risk and vulnerability assessments, the Hanford Site SAS Plan, and other security plans and facility asset protection requirements coordinated by HMESC that involve the use of Protective Forces.
- (e) Information Security: The Information Security Program encompasses the identification and protection of sensitive information. The Information Security scope shall include, but is not limited to: Operations Security (OPSEC); Unclassified Controlled Nuclear Information (UCNI) Program; Official Use Only (OUO); and Critical Infrastructure.

The Contractor shall perform the following information security functions:

- (1) Operations Security:

The Contractor shall:

- (i) Participate in and support Hanford Sitewide OPSEC Working and Awareness groups and perform the necessary management and support functions required for an effective OPSEC program;
- (ii) Provide support to HMESC OPSEC assessments of facilities having SNM and OPSEC reviews of facilities that have the potential to process or store sensitive information; and
- (iii) Support the annual HMESC Hanford Site OPSEC threat assessment and preparation of the annual OPSEC plan by participating in unclassified meetings and providing unclassified information as requested by HMESC.

- (2) Official Use Only and Unclassified Controlled Nuclear Information:

The Contractor shall:

- (i) Manage and implement an OUO and UCNI Information Program consistent with the common Hanford Sitewide information program policies;
- (ii) Provide OUO and UCNI education and awareness for all staff; and
- (iii) Review 222-S Laboratory documents released to the public or assigned a formal document number for OUO content.

- (3) Critical Infrastructure:

The Contractor shall protect 222-S Laboratory information systems that are critical to the Hanford Site from internal and external threats in accordance with the HMESC SAS Program.

(f) Personnel Security: HMESC manages and conducts a centralized Personnel Security Program for the Hanford Site:

(1) Site and Facility Access Processing:

The Contractor shall:

- (i) Request and obtain personnel badges from HMESC;
- (ii) Support HMESC's processes for obtaining security badges, keys, proximity cards, etc. from terminating employees and removing such individuals from automated access control systems; and
- (iii) Provide HMESC pre-employment suitability investigations information for 222-S prospective employees.

(2) Unclassified Foreign National Visits and Assignment (FNVA):

The Contractor shall:

- (i) Notify HMESC of potential foreign visitors, assignees, or employees, prepare and submit security plans to HMESC for foreign national visitors to the Hanford Site before approval of the visit/assignment;
- (ii) Require FNVA training for Contractor personnel that host or escort FNVAs;
- (iii) Conduct the FNVA in compliance with approved security plans; and
- (iv) Submit a list to HMESC of delegates with authority to approve unclassified foreign visits and assignments.

(3) Foreign Travel: The Contractor shall submit projections of potential foreign travel, and all official foreign travel request packages, to DOE for review and subsequent submittal to DOE-HQ for approval in accordance with established timeframes prior to any official foreign travel utilizing Foreign Travel Management System. Notification to CO and approval by CO before DOE-HQ approval is required for any foreign travel.

(g) Nuclear MC&A: The MC&A scope involves accountable nuclear material (e.g., other, source, and SNM). Controls shall be appropriate for the nuclear material attractiveness and quantities as described in DOE requirements. HMESC manages and conducts a centralized MC&A Program for the Hanford Site on behalf of DOE (see Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*).

The Contractor shall perform the following MC&A functions:

- (1) Assign an individual that will serve as the Contractor's MC&A single point-of-contact, independent of line operations, with the responsibility and authority to effect implementation of MC&A requirements. This individual shall work with the Hanford Site MC&A Management Official within the HMESC organization to provide oversight of accountable nuclear material in the possession of the Contractor;
- (2) Support HMESC in preparation and maintenance of a Hanford Site MC&A Plan, administration of treaty related activities (e.g., International Atomic Energy Agency), performance of safeguards occurrence investigation and reporting, and scheduling of periodic inventories

- consistent with the Contractor's project work schedules;
- (3) Identify personnel requiring MC&A training provided by HMESC and coordinate training schedules with HMESC;
 - (4) Conduct on-the-job MC&A training specific to 222-S Laboratory facilities and systems;
 - (5) Request from HMESC:
 - (i) Final authorization to move, ship, process, or store nuclear materials, including approval of shipper/receiver plans;
 - (ii) Final approval of Material Balance Area (MBA) custodians;
 - (iii) Final determination of MBA categorizations; and
 - (iv) Final approval of MC&A-related implementing procedures.
 - (6) Respond to HMESC or DOE data calls related to the MC&A program;
 - (7) Coordinate and integrate all aspects of its MC&A activities with HMESC;
 - (8) Utilize HMESC for:
 - (i) MC&A requirement interpretation with overall responsibility for the MC&A program;
 - (ii) Training and qualification of all personnel performing MC&A functions (with the exception of specific facility/system on-the-job MC&A training);
 - (iii) Nuclear materials accounting and reporting requirements for all nuclear materials both active and inactive (e.g., "V-Reporting Identification Symbol" [V-RIS]) and be responsible for the official nuclear material inventory, including discrepancy reconciliation;
 - (iv) Statistical services needed for managing nuclear material;
 - (v) Purchasing, regulating, and managing MC&A-controlled forms and tamper indicating devices; and
 - (vi) Nuclear materials measurement system approvals and measurement system control requirements for all MC&A nuclear materials measurement activities (e.g., monitoring measurement control information; collecting and analyzing measurement control information; and calculating control limits; and monitoring equipment performance against those limits).
 - (9) Integrate MC&A requirements with other plans, projects/programs, and activities at all life-cycle stages and inform HMESC of such; and
 - (10) Proactively take into account MC&A requirements, systems, and technologies in the planning, design, construction, and operation of new or renovated DOE facilities and activities.

C.3.4.2 Cyber Security

Unclassified computing at the Hanford Site is conducted on the Hanford Local Area Network (HLAN). HLAN is the central electronic communications network that provides computing infrastructure to DOE and the majority of the Hanford Site Prime Contractors and their subcontractors. HMESC manages and conducts a centralized Cyber Security Program for the Hanford Site.

The Contractor shall manage and execute cyber security responsibilities consistent with DOE O 205.1, *Department of Energy Cyber Security Program*, and HMESC's centralized Cyber Security Program to

provide for confidentiality, integrity, and availability of cyber security components and information such that there is no degradation of performance, disruption or compromise of the Cyber Security System, including impacts to the users.

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

(a) Unclassified Cyber Security:

The Contractor shall:

- (1) Identify all computers and other accountable electronic media used by the Contractor or any tier subcontractor;
- (2) Ensure that all computers and other accountable electronic media used are certified, accredited, and properly decommissioned when no longer required;
- (3) Protect information and systems against loss, improper use, compromise, or unauthorized alteration or modification of information as required by DOE directive;
- (4) Comply with the Hanford Information Systems Security Plan;
- (5) Comply with the Hanford Classified Information Systems Security Plan(s) if directed to conduct work involving classified information or systems;
- (6) Train users of computer systems on cyber security requirements;
- (7) Support the DOE cyber officials and/or DOE site integration agents, as required, to facilitate resolution of computer systems security issues and associated incident reporting; and
- (8) Report all cyber security incidents as required by DOE directive.

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

C.3.5 Interface Management

C.3.5.1 Interface Management

Interface management is a key Hanford Site function for the effective and efficient delivery of services between Site contractors. It is also an integral part of resolving issues from detailed field operations to establishing high-level policy between Contractor senior management. Interface management success is defined by the results that stem from two or more organizations working together to develop solutions within the parameters of their contracts. The role of interface management is to solve issues in the best interest of the Government at the lowest level possible in the respective organizations.

The Contractor shall:

- (a) Adopt existing interface agreements, processes, and site work schedules as related to Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*. Changes to those agreements, processes, and work schedules as related to Interface Management shall be executed per this Section C, *Performance Work Statement*, and Section H, Clause H.54, *Hanford Site Services and Interface Requirements Matrix*;
- (b) Participate in developing a Hanford Site Interface Governance Policy to be signed by all Hanford Site Contractors. The policy outlines the interface management documents and business structure, including change control processes and hours supported by the Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, “Direct Funded Services,” to be used in executing the hundreds of work transactions that take place daily between the various Hanford Site contractors. The Hanford Site Interface Governance Policy also helps to illustrate the different interface types and processes for managing these inter-contractor transactions, including Service Delivery Documents, Memorandum of Agreement (MOA), Administrative Interface Agreements, Interface Control Documents (ICD), etc.;
- (c) Along with OHCs, make every effort to improve mutual understanding and cooperation and to seek resolutions in the best interest of the Government and Hanford Site mission completion, as opposed to an individual contractor’s best interest;
- (d) Appropriately document, execute, and manage interfaces and agreements made with OHC’s, DOE, and other site users in accordance with Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*; Section H, Clause H.54, *Hanford Site Services and Interface Requirements Matrix*; and other documented interfaces. Interface agreements shall detail the scope of the interface, including boundaries and constraints, standard and special service circumstances as well as any nuclear safety, QA and quality control, health, safety, site access, schedule concerns, and/or environmental protection requirements;
- (e) Generate new ICDs with the manager of the tank farms to support transfer of waste from 219-S to SY Tank Farms and gray water waste from 207-SL to the Liquid Effluent Retention Facility. Additional ICDs may be necessary during this Contract to support laboratory operations;
- (f) Work with other contractors in generating an MOA/MOU in order to support working relationships (e.g., an MOU between the Central Plateau Cleanup Contract contractor and the 222-S Laboratory Contractor for work performed at the 202-S Reduction-Oxidation [REDOX] Facility due to the proximity of REDOX to the laboratory, or a 222-S Laboratory MOU with HMESC to support radiological material transfers between contractors);
- (g) Work with its customers to develop SLAs for each FY or more often if mutually agreeable. The SLAs shall be submitted to DOE for review 30 days prior to implementation. The SLAs shall describe the task requirements including reporting format and shall contain a level of detail sufficient for DOE to determine whether the task is consistent with customer baselines and represents a reasonable use of resources. DOE will review customer projections and work with the Contractor to develop a strategy for managing the expected work;
- (h) Provide input to HMESC to support development and maintenance of the interface management processes and storage of the interface agreements;
- (i) Provide input to HMESC to support the development of periodic updates to the Hanford Site Services and Interface Requirements Matrix. HMESC is responsible for submitting the Hanford Site Services

and Interface Requirements Matrix to DOE. The Contractor shall concur on any changes to the matrix prior to HMESC submittal to DOE;

- (j) Within 6 months of completion of transition of the last contractor identified in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, participate in a review of the *Hanford Site Services and Interface Requirements Matrix*, which shall be led by HMESC; with cooperation and participation of the OHCs. Proposed and agreed upon changes to the *Hanford Site Services and Interface Requirements Matrix* shall be in the best interest of the Government and Hanford Site mission completion. Changes to Attachment J-3.b shall be submitted, by HMESC, to DOE for evaluation and potential incorporation into Hanford Site contracts; and
- (k) Participate in the Sitewide Contractor Leadership Council and Contractor Interface Board (CIB) to improve overall delivery of effective accomplishment of the Hanford Site Mission. The council is comprised of Hanford Site contractor presidents, with participation from DOE Field Offices' Representatives. Hanford Site contractors shall attempt to resolve interface issues through the CIB prior to escalating an issue to DOE.

C.3.6 Business Services

Business Services refers to the area of management controlling the process for human resources, property management, procurement, finance, training, records management, and project management necessary to operate the 222-S Laboratory Complex.

The Contractor shall furnish all things necessary for, or incident to, the performance of work described above and in this section of the contract, excluding that which is furnished directly by the Government or through OHCs, identified in Section C.4.2, *Usage-Based Services Received*.

The desired outcome is cost-effective operations and management that enables good business decisions, sufficient resources to manage the Contract activities, and a cooperative and collaborative working relationship with OHCs, stakeholders, and DOE.

The Contractor shall operate and manage Business Services, Training, Records Management and Project Management/Earned Value Management System (EVMS) for the 222-S Laboratory Complex.

Elements of this work scope shall require support from and input to Hanford Sitewide systems managed by HMESC.

C.3.6.1 Project Management/Earned Value Management System

Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work including the development of Project Management Plans, Baselines, disciplined change control processes and Service Level Agreements.

The Contractor shall establish, maintain and use an Earned Value Management System that accurately records and reports the contract performance against the requirements of the contract and accurately reflects the total estimated cost of the contract exclusive of fee for the work scope and period of performance being authorized. The EVMS shall comply with Electronic Industries Alliance (EIA)-748, *Earned Value Management* standard and be consistent with DOE and EM policies and guidance for work activities. The Work Control System shall employ either a standardized or a tailored Earned Value Management method.

The Contractor shall prepare and submit for DOE approval within 60 days after completion of transition, a Project Management Plan (PMP). The PMP shall describe the approach for managing and controlling all activities necessary to execute this Contract and shall focus on Contractor policies, methods, and approach to provide integration and control of scope, schedule, and cost information.

The Contractor shall provide all management and technical information to:

- (a) Support the budget formulation activities including, but not limited to, emerging work items list; budget formulation input (including Integrated Priority List), fall limited budget update submission, budget scenario development, and budget presentations (such as public and regulatory briefings, etc.).
- (b) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (IPABS) and Project Assessment and Reporting System II (PARS-II).
- (c) Ensure transparency in project performance and efficiency in project execution.
- (d) Support audits, evaluations, and external technical reviews.
- (e) Support other DOE project performance assessments and information needs.

All project management information developed under this Contract shall be accessible electronically by DOE. The desired outcome is a predictable and consistent contractor performance aligned to customer needs conducted within annual and multi-year baselines.

Integration Control and Earned Value Management

The Contractor shall provide an Earned Value management System Description (EVMSD), as an attachment to the PMP, that complies with EIA-748 *Earned Value Management System Acceptance Guide*, EIA-748, *Earned Value Management Intent Guide*, and FAR 52.234-4, *Earned Value Management System*.

The EVMSD shall describe the management processes and controls that shall be used to implement a compliant EVMS, manage and control work, and complete Contract requirements.

The EVMSD shall include:

- (a) The baseline development process and the hierarchy of documents that shall be used to describe and maintain the Performance Measurement Baseline (PMB)
- (b) Identification of the systems, tools and software and integration of these systems with the WBS and accounting systems and data
- (c) The process the Contractor intends to use for earned value management, configuration control, interface control, and document control
- (d) The Contractors Project Baseline Change Control Process,
- (e) The Contractors process for handling changes that are only impacts to costs and not identified as a schedule impact,
- (f) The organizational breakdown structure, including roles and responsibilities of each major organization and identification of key management personnel
- (g) A list of project software the Contractor proposes to use for project control

Upon DOE approval of the PMP, the Contractor shall fully implement the EVMSD. The Contractor shall obtain CO approval prior to implementing significant changes to the PMP. The Contractor shall provide DOE with access to all pertinent records, data, and plans for purposes of initial approval, approval of proposed changes, and the ongoing operation of the Project Control System.

Performance Measurement Baseline

The PMB shall be an integrated and traceable technical scope, schedule, and cost execution baseline that encompasses all activities to execute the requirements of this Contract, informs and is integrated with the RPP and OHC's life-cycle scope, schedule and cost baseline, as applicable, and enables safe, effective and efficient advancement and completion of the Hanford Mission.

(a) The PMB shall include the following:

- (1) Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
 - (i) Contract Statement of Work and other sections that define work scope and requirements,
 - (ii) Waste site and facility lists,
 - (iii) Approved interface agreements, and
 - (iv) WBS Dictionary Sheets required to a WBS level to be determined post-award by DOE; (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate CLIN).

(b) The PMB shall comply with the following requirements:

- (1) The WBS shall encompass all activities required in this Contract and provide the basis for all project control system components, including estimating, scheduling, budgeting, and project performance reporting (as required under this contract);
- (2) Control accounts within the WBS shall be identified; and
- (3) The baseline and management thereof shall comply with EIA-748 Earned Value Management Systems.

(c) The schedule shall:

- (1) Include all significant external interfaces, all Tri-Party Agreement (TPA) and Consent Decree milestones, other regulatory and DNFSB commitments, and GFS/I dependencies;
- (2) Be an activity based, resource loaded, logical network-based and integrated plan that correlates to the WBS and is vertically traceable to the EVMS control accounts and aligns with the contractor's field schedules;
- (3) Include activity level earned level methodology and be capable of summarizing from control accounts to higher WBS levels;
- (4) Any additional working level schedules deemed necessary by the Contractor shall be integrated with the PMB and be able to provide earned value reporting in compliance with EIA;

- (5) The PMB cost estimate shall include project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee;
 - (6) The method used to determine earned value shall be identified for each control account;
 - (7) The PMB shall be accessible to DOE at any time through access to electronic software and native data files; and
 - (8) The Contractor shall update the Enterprise Project Structure Node of the DOE Primavera Schedule Database with the Primavera XER files for the baseline and current performance schedules
- (d) The PMB shall be logically tied, driven and integrated with:
- (1) Financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements,
 - (2) DOE, congressional, regulatory and external commitments, and
 - (3) Performance milestones including contract performance incentives and other performance measures established by DOE.

Performance Measurement Baseline Submittals

The Contractor shall develop and submit an initial PMB, covering the first 15 months of performance starting from contractor assumption of full responsibility, that is representative of the scope as defined in the Contract, cost, and schedule (as applicable), as contained in the Contractor's proposal. The Contractor shall develop and submit, for DOE approval, a final PMB, within 180 days after completion of transition, with subsequent annual updates for DOE approval through the baseline change control process. The contractor shall also follow the requirements of their EVMSD requirements for baseline change control process.

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

Approval of the initial baseline, final baseline, annual updates, or approved baseline changes shall constitute DOE authorization for specific contract work scope.

The PMB does not replace or modify the Contract's terms or conditions and does not create DOE obligations.

The Contractor shall provide additional data that may be required by the HMESC for development of the Hanford Site-wide life-cycle baseline and DOE Integrated Master Plan.

Project Performance Reporting

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

Contractors must submit monthly project performance data no later than CD-2 for projects having a total project cost (TPC) greater than or equal to ten million dollars. The required project performance data

include: EIA-748 earned value data; earned value time-phased incremental costs and quantities; management reserve; schedule; variance analysis; and risk management data. For firm fixed price contracts, the required project performance data will include: schedule activity and relationship; and cost and quantity data (budget, actual, Estimate to Complete [ETC], and Estimate at Completion [EAC]) by Work Breakdown Structure (WBS) and Organizational Breakdown Structure (OBS). For projects meeting the criteria set forth in DOE O 413.3, *Program and Project Management for the Acquisition of Capital Assets* for capital asset projects, data must be submitted electronically via the Project Assessment and Reporting System II (PARS-II) in accordance with the current version of the "Contractor Project Performance Upload Requirements" document maintained by PM. Unless PM has granted a temporary exemption, all requested data must be submitted. Data must be loaded into PARS-II no later than 11 business days before the end of each month, or as otherwise stipulated by PM, and must be current as of the previous month's accounting period closed. Reporting by the contractor may be required earlier than CD-2 as specified by the Contracting Officer.

Monthly Performance Report

The Contractor shall submit and transmit to DOE a Monthly Performance Report representing the prior month's performance by the 15th of each month.

The Monthly Performance Report shall include a summary of overall contract performance and a separate report for each of the major work scopes and projects at the PBS level.

The summary of overall contract performance shall include:

(a) Key accomplishments:

- (1) Major issues including actions required by the Contractor and DOE;
- (2) Analysis of funds expenditure, with projections for the Project by Fiscal Year and life of the Contract;
- (3) Technical scope, schedule, and cost variance analysis; including implications to near term and long term milestones and deliverables at risk of being missed;
- (4) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions;
- (5) Information on any safety or quality matters that emerged or persisted during the reporting month.

(b) Each of the major project reports shall include:

- (1) Project manager's narrative assessment including:
 - (i) Significant accomplishments and progress towards completion of project goals and objectives
 - (ii) Key risks and challenges
 - (iii) Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost-time injuries, and near misses).

- (2) Project Baseline Performance including:
 - (i) EVMS information using the following OMB Contract Performance Report formats (DID-MGMT-81466)
 - (ii) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure
 - (iii) Format 2, DD Form 2734/2, Mar 05, Organizational Categories
 - (iv) Format 3, DD Form 2734/3, Mar 05, Baseline
 - (v) Format 4, DD Form 2734/4, Mar 05, Staffing
 - (vi) Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis
- (3) The CPRs shall be provided in the format forms referenced in Integrated Program Management Report (IPMR) Data Item Description (DID) DI-MGMT-81861 unless the Contract specifies otherwise;
- (4) CFSR shall be provided in accordance with Data Item Description, DI-MGMT-81468, Contract Funds Status Report (CFSR), or equivalent;
- (5) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to TPA or DNFSB milestones;
- (6) Contract estimates-to-complete and estimates at complete;
- (7) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;
- (8) Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation
 - (i) The project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project;
- (9) Actions required by DOE, including GFS/I and DOE decisions.
- (c) The PMB change process shall be sufficiently rigorous and disciplined to ensure that the PMB is accurate, up to date and capable of providing meaningful data and information. The Contractor shall:
 - (1) Develop and submit for DOE-approval, a Performance Measurement Baseline Change Control Process Document within 60 days after completion of transition, with change authorities consistent with the approved PMP; and
 - (2) Implement the Project Baseline Change Control Process with the PMB used as the reference for all baseline changes.

Project Review Meetings

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

Cost Estimating

Cost estimates shall be a credible, well documented, accurate, and comprehensive estimate.

Contractor developed cost estimates form the basis of the cost baseline of the PMB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement. The Contractor shall utilize “The Twelve Steps of High-Quality Cost Estimating Process” identified by the Government Accountability Office (GAO) in GAO-09-3SP, *GAO Cost Estimating and Assessment Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

Scheduling

The contractor shall support DOE and the MNESC contractor in the development and maintenance of the DOE Integrated Master Plan (IMP) through the use of a DOE provided standardized coding structure. The Contractors PMB and IMS shall utilize the DOE provided coding structure to integrate the Contractors activities and capital asset projects into the DOE Program Integrated Master Plan (IMP). The IMS integrates the operations activities, capital asset projects, and other activities managed by the Contractor into one schedule. DOE will use the individual Contractor IMS from the Contractor and OHCs to construct the IMP.

The Contractor shall develop the IMS in accordance with the National Defense Industrial Association *Planning & Scheduling Excellence Guide* (v3.0), and EIA-748 Guidelines. The Contractors IMS shall be resource loaded. HMESC will lead development of the Hanford IMP for DOE.

Risk Management

Successful execution of the Hanford cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and OHCs. The conduct of risk management shall result in risk informed prioritization of program, project and infrastructure investments that facilitates successful project execution and program management.

The Contractor shall implement a risk management program in compliance with DOE policy Requirements for Management of the Office of Environmental Management’s Cleanup Program. The Contractor shall also incorporate the principles of GAO-09-3SP in its risk management process.

The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.

The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and OHCs, including agreement as to who shall be the lead for managing each risk. These crosscutting

impacts shall be quantified in terms of probability, cost, and schedule impact to the overall Hanford cleanup mission where possible.

C.3.6.2 Property Management

Personal Property Management

The Hanford Site Personal Property and Materials Management Program managed by HMESC is an over-arching program conducted in accordance with applicable laws and regulations (FAR Part 52.245-1, *Government Property*; 41 CFR 109, *DOE Property Management Regulations*).

The Contractor shall participate in the Hanford Site Personal Property Management Program. The program provides for efficient tracking of accountable personal property Sitewide, management of the primary property management Sitewide database, including providing Sitewide property management reports and other related systems, central recycling, excess property dispositioning, equipment transfers and loans, and maintenance of central warehouses and associated inventory.

The Contractor shall manage a Contract-specific Personal Property Management Program consistent with the Hanford Site Program and requires the following:

- (a) Provide a Contract-specific Personal Property and Material Management Program (Property Management System) and submit for DOE approval;
- (b) Work with HMESC and OHCs in establishing Hanford Site Personal Property and Materials Management policies and procedures;
- (c) Conduct a complete, wall-to-wall physical Contractor Controlled Inventory, including bar coding and tagging as applicable, and provide a report to DOE;
- (d) Participate in Sitewide personal property borrowing and loaning activities (domestically and abroad); loans of Government property to and from non-contractors, other DOE sites, and/or other agencies;
- (e) Participate in the Sitewide precious metals recycling program; and
- (f) Maintain an accurate inventory through the life-cycle of the Contract.

Disposition of Excess Personal Property

When personal property is determined to be excess to the needs of this Contract, it shall be excessed in accordance with 41 CFR 109-43.304-1.50 and processed through DOE electronic internal screening prior to reporting excess personal property to GSA.

The Contractor shall:

- (a) Manage planning, coordination, asset isolation, cleanup, preparation for removal, transfer, and other activities required to complete the transfer of targeted assets;
- (b) Process scrap metal, paper, wood, and recyclable materials through HMSEC;
- (c) Report excess items within the timeframes specified in FAR Part 52.245-1, *Government Property*, and 41 CFR 109, *Department of Energy Property Management Regulations*; and
- (d) Disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109 and DOE O 474.2, *Nuclear Material Control and Accountability*.

Inventory Management

The Contractor shall:

- (a) Manage assigned inventory storage facilities. Storage facility operations shall provide for tracking, storage and disbursement of inventory items.
- (b) Perform an annual inventory of government property within storage facilities assigned to this contract.
- (c) Support an annual inventory with HMESC as the lead of HMESC's convenience storage warehouse and any other shared warehouses containing 222-S Laboratory personal property;
- (d) Maintain appropriate levels of designated supplies and emergency response-related items, to ensure the timely availability of critical items;
- (e) Establish the most cost-effective method to provide common-use and critical items, including onsite storage, just-in-time contracts, and basic ordering agreements;
- (f) Follow the priorities for use of mandatory government sources listed in FAR Part 8, *Required Sources of Supplies and Services*, prior to purchasing personal property;
- (g) Maintain stock on hand or provide immediate access to critical items;
- (h) Support the Hanford Site automated material systems required to provide customer access and accountability for stored items; and
- (i) Develop, implement, and administer the 222-S Laboratory Spare Parts Program in compliance with DOE O 433.1, *Maintenance Management Program for DOE Nuclear Facilities*.

Real Property Asset Management

In accordance with DOE O 430.1, real property must be managed in a safe, secure, cost-effective, and sustainable manner; ensure that financial investments in real property are aligned to meet DOE mission needs and requirements; and ensure the real property portfolio is appropriately sized, aligned, and in proper condition to support efficient mission execution. This also includes providing reliable Facility Information Management System (FIMS) information to HMESC that provides current, complete, and accurate information on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property.

The Contractor shall participate and coordinate with HMESC in strategic and tactical planning of real property short-term and long-term forecasts for the 222-S Laboratory Complex; and provide information to HMESC to document appropriately in master plans, Infrastructure and Services Alignment Plan (ISAP), Five-Year Site Plan (FYSP), Facility Master Plan, and other planning activities (e.g., Hanford Site Population Forecasts) being developed and maintained by HMESC.

Facilities Information Management System (Reporting Systems)

- (a) Provide to the HMESC FIMS Administrator on an annual basis, the required maintenance costs, and other data elements that need to be updated in FIMS at the asset level utilizing the captured component level maintenance data to meet the FIMS reporting requirements and timelines.
- (b) Participate in the annual FIMS data validation effort, encompassing records review, onsite asset inspection, and validation of a select number of records. Support development of validation scorecard results and corrective action plan.
- (c) Support HMESC to develop real property performance measurement/metrics for the Hanford Site to trend life cycle management of real property assets.

General Purpose Facility Planning and Management

The Contractor shall, with HMESC as the lead, participate in the Joint Contractor Space Utilization Board to:

- (a) Coordinate, manage, and integrate office and warehouse needs across the Hanford Site to provide cost-effective, efficient, safe, and secure posture of real property to meet operating requirements.
- (b) Evaluate the supply and demand of facilities for the Hanford Site to develop, maintain, and implement a collective strategy and objective to support and improve the effectiveness and efficiencies of facilities, as documented in the ISAP, FYSP, and Facility Master Plan.

Land-Use Planning and Management

The Contractor shall coordinate with and support HMESC in a range of real property activities, such as conducting land-use planning for areas and specific parcels; conducting reviews and integrating land-use requests for new facilities, infrastructure systems, land improvements, or change of land use; conducting land management activities, including day-to-day implementation of the Comprehensive Land Use Plan (CLUP); managing land use requirements and beneficial reuse of land; and conducting real estate activities in the out-grant and disposal of real property or interests therein.

The desired outcome for land-use planning and management is to perform work in compliance with the CLUP and its implementing plans and procedures, support HMESC in performing management of real property at the Hanford Site for DOE, and cooperate in the use of real property among OHCs.

The Contractor shall:

- (a) Comply with the CLUP and associated Area and Resource Management Plans as directed or interpreted by DOE;
- (b) Provide input to HMESC to assess the need for updating the existing or developing new Area Management Plans and Resource Management Plans;
- (c) Ensure that land use actions of 222-S Laboratory projects do not impede safety or completion of OHC projects on the Hanford Site;
- (d) Provide necessary data and information to HMESC for performing Hanford Site Land-Use Planning and Management and for the development, maintenance, and implementation of an integrated, comprehensive Land Management Tracking and Documentation System;
- (e) Maintain real property assets and identify corrective actions for deficiencies in land use. Document and track deficiencies until corrective actions are completed;

- (f) Participate in the Site Selection and Evaluation and Excavation Permit Processes managed by HMESC;
- (g) Provide land-use planning and management information to HMESC for the Stewardship Information Portal and the integration of data from, including but not limited to, the following data systems:
 - (1) Ecological Information System;
 - (2) Waste Information Data System and Wells;
 - (3) Stewardship Information System;
 - (4) Real Estate Records;
 - (5) Borrow Pits;
 - (6) Site Evaluations;
 - (7) Site Excavation Permits;
 - (8) FIMS;
 - (9) CAS;
 - (10) Hanford Structure Responsibility Assignment Matrix;
 - (11) Caretaker II;
 - (12) Chemical Information Tracking System; and
 - (13) Hanford Fire Occupancy Permits.

C.3.6.3 Information Management

Strategic Planning, Governance, and Enterprise Architecture

The primary goal of the Strategic Planning, Governance, Enterprise Architecture, and Program Management scope of work is to enable the successful execution of the Hanford Site mission and associated activities by providing effective, efficient, and innovative Information Management (IM) and IT, maintenance of Hanford Site technical data in support of regulatory decision-making, and long-term stewardship (LTS).

The Contractor shall participate in a Governance Advisory Board (Board) composed of key Contractor and federal senior IT managers and stakeholders, subject to the approval of the DOE Federal Chief Information Officer (CIO). The board will provide policy guidance (e.g., analyses to be used by the government to develop policy), advice, and assistance in the definition, design, and implementation for the IT Program. In addition, the board serves as the core group providing advocacy for IT services and infrastructure business and technology across the Hanford Site. The governance function will work to foster full integration between the Hanford Enterprise Architecture and Capital Planning and Investment Control processes, including strategic planning, investment management, and portfolio management. The Governance Entity serves as the focal point for the development and coordination of Hanford Sitewide policy, guidance, including standards and best practices for IT services and infrastructure. This team is responsible for establishing common terminology definitions, and frameworks, including policies, standards, processes, and procedures.

The Contractor shall execute this Contract in accordance with OMB Circular A-130, *Management of Federal Information Resources*, and provide detailed input into the ongoing Capital Planning Investment Control (CPIC) process, including but not limited to IT investment cost, schedule, and risk. This also includes responding to occasional data calls for more detailed IT investment and performance information.

IM Strategic Planning and Enterprise Architecture: The Contractor's participation in the Board will sufficiently engage them in Strategic Planning and Enterprise Architecture.

Hanford Site IM Standards: Site IM standards are managed through DOE or a separate DOE integration agent via the Board. The Contractor shall adhere to established Hanford Site IM standards.

Information Management-Technical

In addition to the IM services provided via Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, certain other requirements apply generally to all OHCs.

The Business Management System (BMS) is a collection of various enterprise IM investments that provide core business functions such as Enterprise Resource Planning—including business intelligence, human resources, supply chain, finance, work management, and other related functions. BMS is managed through DOE or a separate DOE integration agent (e.g., HMESEC). In accordance with the business and mission requirements outlined in this and other sections of the Contract, the Contractor shall utilize BMS information systems and services, as necessary and sufficient, to support Enterprise Resource Planning and other business functions.

For infrastructure and other Contractor-proposed systems not mentioned elsewhere in this Contract but deemed mission essential, the Contractor shall provide the full life-cycle management for the investment. Systems brought to the Contract by the Contractor shall be compatible with the systems utilized by DOE.

The Contractor shall comprehensively identify its Supervisory Control and Data Acquisition (SCADA) Systems/Industrial Control Systems (ICS) and feed this information into the Business Impact Assessment Process conducted by DOE or DOE integration agents. The Contractor shall extend and integrate IT practices, programs, procedures, and requirements (e.g., engineering, configuration management, governance, architecture, cyber security, etc.) to its SCADA/ICS. Specialized cyber engineering services are available in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*.

The Contractor will have access to DOE or DOE integrator agent managed software assets covering many common business and mission needs. More details can be found in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*.

Government Furnished and Other Available Software

The Contractor will be provided access to the software systems listed in Section J, Attachment J-11, *Government-Furnished Services and Information*, and other software systems as may be necessary to coordinate information exchange with customers and interface partners.

The Contractor shall:

- (a) Where applicable, use the software systems listed in Section J, Attachment J-11, *Government-Furnished Services and Information*. The Contractor is not responsible for any updates of listed software except where noted;
- (b) Regarding software engineering and development, bring software development needs to the attention of the Governance Advisory Board as found in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*;
- (c) Provide any additional databases and software programs they deem necessary to manage staff training requirements, laboratory equipment, analytical data, compliance with environmental regulations, and protection of the safety and health of its employees, in accordance with the strategic planning and governance provided above;
- (d) Ensure that all software meet the QA Requirements of their software QAP; and
- (e) Maintain and update any software it implements in the 222-S Laboratory.

Government-furnished Services and Information

The Contractor will be provided with some programs and services to accomplish its mission. A detailed listing of services and information is given in Section J, Attachment J-11, *Government-Furnished Services and Information*.

The GFS/I included in this Contract are for the first year of this Contract term. DOE is committed to providing effective support to the Contractor throughout the period of Contract performance, and the Contractor may request that DOE consider providing additional GFS/I. To manage the GFS/I furnished under this Contract and to evaluate the additional GFS/I that may be required by the Contractor, the Contractor shall submit for DOE approval:

- (a) GFS/I Request: Twelve-month advance projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, prior to each FY, for DOE approval; and
- (b) GFS/I Request—Update: Quarterly update to the projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, prior to each quarter, for DOE approval.

DOE will review the 12-month and quarterly advance projections. If DOE can support the additional Contractor-requested GFS/I, DOE will notify the Contractor within 30 days that the additional Contractor-requested GFS/I can be provided, and will provide the Contractor details regarding DOE action(s). The supported GFS/I will be added to Section J, Attachment J-11, *Government-Furnished Services and Information*, by Contract modification. If DOE cannot support a Contractor request, DOE will notify the Contractor within 30 days that the requested GFS/I cannot be provided, and there will be no DOE commitment to the Contractor to furnish the GFS/I.

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

Records

Records Management is a key component of documenting the Hanford Site's legacy, compliance, cleanup progress, and decisions. It is essential that the Contractor maintain and manage records to ensure adequate

and proper documentation of work accomplishments and document DOE stewardship of Federal responsibilities and funds. The scope includes developing a strategy for life-cycle management of records, including inventory and schedule management, vital records, restoration, preservation for litigation actions, major collection management, and long-term records storage.

The Contractor shall:

- (a) Conduct Records Management in accordance with 44 USC Chapters 21, 29, 31, 33, and 35; 36 CFR, Subchapter B (Chapter XII), *Records Management*; the current DOE Records Management Program and Vital Records Orders in Section J, Attachment J-2, *Requirement Sources and Implementing Documents*, and any other DOE requirements as directed by the CO. These functions include, but are not limited to:
 - (1) Tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning active and inactive records;
 - (2) Retrieving records from on and offsite storage facilities; and
 - (3) Supporting new and ongoing Freedom of Information Act (FOIA), Privacy Act, *Energy Employees Occupational Illness Compensation Program Act (EEOICPA)*, Former Worker Medical Screening Program, CBDPP, congressional inquiries, litigation holds, and legal discovery requests to ensure that records in Electronic Information Systems can provide adequate and proper documentation for as long as the information is needed.
- (b) Ensure records generated in the performance of the Contract containing personal information routinely retrieved by name or other personal identifier are classified and maintained in *Privacy Act System of Records (SOR)* in accordance with FAR 52.224-2, *Privacy Act (Apr. 1984)* and DOE O 206.1, *Department of Energy Privacy Program*;
- (c) Preserve and disposition records in accordance with National Archives and Records Administration-approved records disposition schedules. (**Note:** Records Retention Standards are applicable for the classes of records described therein, whether the records are owned by the Government or the Contractor [DEAR 970.5204-3]); and
- (d) Prepare/revise, submit for DOE approval, and execute an approved Records Management Plan, which addresses at a minimum, Records Disposition Plan, Vital Records Program Plan, Vital Records Update, and Records Management Close-out Plan consistent with records management regulations.

All records (see 44 USC 3301 for statutory definition of a record) acquired or generated by the Contractor in performance of this Contract, except for those defined as Contractor-owned (see Section I, DEAR 970.5204-3, *Access to and Ownership of Records*) and including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in *Privacy Act SORs* shall be the property of the Government.

Electronic Records Management System

The only certified Electronic Records Management System on the Hanford Site is the Integrated Document Management System (IDMS) based on the OpenText content server product, administered and maintained by HMEESC.

IDMS shall be used as the repository for electronic records unless a replacement system is implemented.

The Contractor shall develop and implement a plan, subject to approval by DOE, to manage records in IDMS.

Hanford Radiological Records Program

The Hanford Radiological Records Program provides for the management and preservation of current and former radiation monitoring records for DOE (and predecessor agencies) employees, Hanford Site contractors, subcontractors, and visitors, including records of existing and past Hanford Site Radiation Dosimetry policies and practices, to demonstrate compliance with radiation exposure requirements.

The Contractor shall utilize the HMESC Hanford Radiological Records Program (Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, Service Number 49).

C.3.6.4 Training

The Contractor shall:

- (a) Establish a training program in accordance with DOE O 426.2, *Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities*, and all applicable laws and regulations. The Training Program Plan shall be submitted to DOE for approval. The program shall include a Training Implementation Matrix, which shall be updated annually and submitted to DOE for approval;
- (b) Track employee training status and notify employees of training needs (this includes training provided by OHCs, instrument vendors, and internal Contractor training). Training records shall be maintained and retrievable for current employees;
- (c) Coordinate with OHCs to consolidate training modules, where practicable;
- (d) Ensure that its training program is configured/managed so the personnel who do not have the necessary training (e.g., not trained, not pre-qualified, etc.) are prohibited from performing the work that requires the training; and
- (e) Coordinate training needs through the Volpentest HAMMER (Hazardous Materials Management and Emergency Response) Federal Training Center and the Hanford Site Training Program for Hanford Site-specific Training (see Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*).

C.3.6.5 External Affairs

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

DOE retains the primary role in directing the timing, substance and form of public information and must approve all products and outreach.

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

For activities within the Contract scope, the Contractor shall:

- (a) Submit an External Affairs/Internal Communications Program Description for DOE approval that provides a comprehensive description of the External Affairs Program, staffing, products and services, with an emphasis on innovative approaches to communications;
- (b) Provide timely, accurate, and complete responses to information requested by DOE to comply with *Freedom of Information Act* and *Privacy Act* requirements;
- (c) Develop, plan and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. Proactive communications or Public Affairs Programs shall include or make use of a variety of tools, including open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizen's groups, private citizens or local, state or Federal Government Officials, has a clear understanding of DOE activities at the Hanford Site;
- (d) Maintain effective interactions with local, regional, national and international news media. Provide information and/or resources as requested in support of DOE media interactions;
- (e) Work with DOE to inform and involve the Tribal Nations as part of cleanup decision making processes, in accordance with the DOE American Indian and Alaska Native Tribal Government Policy and Implementation Guidance. Support and coordinate with DOE on the ongoing technical staff interactions to ensure that affected tribes can be involved early and often in activities;
- (f) Inform and involve the public, citizen's advisory boards, and other interested parties in proposed plans and activities. Provide strategy and resources for required public comment and outreach processes related to upcoming decision making (e.g., *National Environmental Policy Act* and *CERCLA*);
- (g) Reach out to the communities affected by the Hanford Site to provide information, answer questions, and gain feedback, when requested by DOE;
- (h) Participate in tour planning and preparation, and make facilities and personnel available as requested by DOE. Visits to the project sites shall be part of ongoing communication and outreach activities;
- (i) Provide HMESC with current information related to the Contract scope to maintain the external Hanford Site website;
- (j) Participate in meetings and briefings to update interested external parties on Contract activities when requested by DOE;
- (k) Provide ongoing support to DOE in the preparation of communication materials, such as presentations, fact sheets, specialized graphics and charts, large posters, and up-to-date photography;
- (l) Coordinate internal employee communication products through DOE for review and approval, if they are related to issues/incidents which have the potential to garner external media and stakeholder interest; and
- (m) Receive DOE approval prior to externally releasing information related to the Hanford Site.

External Review and Support

External Review and Support to DOE involves providing support during audits, engagements, and assessments by entities having oversight responsibility for DOE and its contractors. These entities include, but are not limited to:

- (a) DNFSB;
- (b) Government Accountability Office (GAO);
- (c) DOE Office of Inspector General (OIG); and
- (d) Other governmental and DOE Oversight Organizations.

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

The Contractor shall support DNFSB oversight activities by:

- (a) Conducting activities in accordance with DOE commitments to the DNFSB, which are contained in DOE Implementation Plans and other DOE correspondence to the DNFSB;
- (b) Providing support for the preparation of DOE responses to DNFSB issues and recommendations that affect Contract scope;
- (c) Cooperating with the DNFSB and providing access to work areas, personnel, and information, as necessary;
- (d) Maintaining a document process in accordance with the DOE M 140.1, *Interface with the Defense Nuclear Facilities Safety Board*; and
- (e) Obtaining approval from DOE at least 5 days in advance before committing to completion of actions to the DNFSB.

The Contractor shall support GAO, OIG, and other governmental and DOE oversight activities by:

- (a) Providing subject matter expertise;
- (b) Cooperating with assessors, analysts, and auditors, and providing access to work areas, personnel, and information;
- (c) Providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, maintaining a record of documents provided in response to requests, and making this record available to DOE as requested; and

(d) Provide knowledgeable single points-of-contact for each of the following:

- (1) DNFSB; and
- (2) OIG, GAO, and other assessing governmental and DOE oversight organizations (including the DOE Office of Enforcement).

C.3.6.6 Procurement

The Contractor shall provide the management expertise, leadership, and business administration processes and systems for procurement activities to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.3.6.7 Executive Leadership & Management

The Contractor shall provide the management expertise, leadership, and business administration processes and systems for executive leadership and management to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.3.6.8 General Counsel

The Contractor shall provide the management expertise, leadership, and business administration processes and systems for General Counsel to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.3.6.9 Internal Audit

The desired outcome is an internal audit function that is fully compliant with applicable requirements.

The Contractor shall:

- (a) Conduct internal audits and examination of the records, operations, management systems and controls employed in programs and administrative areas, expenses, subcontractor costs and the transactions with respect to costs claimed to be allowable under this Contract, at least annually. Ensure the systems of controls employed by the Contractor are audited, documented, and satisfactory to the Contracting Officer. Additional audits shall be conducted based on risk analysis, including input from DOE. The results of such audits, including the working papers, shall be submitted to the DOE CO or a Contracting Officer Representative.
- (b) Provide annual Internal Audit plans for Contracting Officer approval which lists planned audits to be performed. The Contractor shall perform internal audits consistent with IIA audit standards.
- (c) Provide to the Contracting Officer annually, or at other intervals as directed by the Contracting Officer, copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization.
- (d) 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.
- (e) Provide annual Subcontract Audit plans for Contracting Officer approval which lists planned audits to be performed. The Contractor shall perform internal audits consistent with unmodified Institute of

Internal Audit (IIA) and external audits consistent with unmodified Generally Accepted Government Auditing Standards (GAGAS).

C.3.6.10 Contract Administration

The Contractor shall provide the management expertise, leadership, and business administration processes and systems for Contract administration to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.3.6.11 Operational Excellence/Continuous Improvement

The Contractor shall provide the management expertise, leadership, and business administration processes and systems for operational excellence and continuous improvement to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.3.6.12 Strategic and Operational Planning

The Contractor shall provide the management expertise, leadership, and business administration processes and systems for strategic and operational planning to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.3.6.13 Chief Financial Officer Functions

The Contractor shall provide the management expertise, leadership, and business administration processes and systems for Chief Financial Officer functions to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.3.6.14 Employee Concerns

- (a) The Contractor shall establish and maintain an ECP that effectively addresses, resolves, and prevents recurrence of employees' concerns.
- (b) In addition, the Contractor shall establish and maintain an ECP that complies with CRD O 442.1, *Department of Energy Employee Concerns Program*.
- (c) The Contractor shall:
 - (1) Accept, for resolution, existing employee concerns unresolved at the close of the initial Contract transition period.
 - (2) Participate in the chartered Sitewide ECP committee.
 - (3) Assist DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective operation of DOE-related activities under their jurisdiction.
 - (4) Conduct an annual self-assessment to measure the effectiveness of the ECP and implement corrective actions, as necessary.
 - (5) Provide timely notification to DOE of significant staff concerns or allegations of retaliation or harassment.

C.3.6.15 Human Resources and Work Force Services

The Contractor shall provide the management expertise, leadership, and business administration processes and systems for Human Resources and Work Force Services to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.3.6.16 Independent Oversight

The Contractor shall provide support to DOE and HMESC in hosting the Defense Nuclear Facilities Safety Board, GAO, Office of Inspector General, and other Government and DOE oversight staff from auditing and assessing organizations, providing required presentations, preparing DOE responses, responding to information requests, and by providing required SMEs to respond to questions and information requests.

The Contractor shall also support the following:

- (a) Providing access to work areas, personnel, and information, as necessary; and
- (b) In coordination with DOE audit liaisons, providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, maintaining a record of documents provided in response to requests.

C.3.6.17 Miscellaneous Core Functions

The Contractor shall provide the management expertise, leadership, and business administration processes and systems for miscellaneous core functions to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.3.6.18 Outgoing Contract Transition

At the completion of the Contract, or portion(s) of the Contract, the Contractor shall cooperate with DOE and assist the incoming contractor(s) to facilitate an overall effective and seamless transition. The desired outcome is a smooth transition of work scope from the Contractor to other contractors to avoid disruptions that could impact accomplishing the Hanford Site mission.

The Contractor shall perform the following activities for transition resulting from the Contractor transferring responsibility for performing work scope to another contractor:

- (a) Ensure property, Government property and Government-furnished property associated with the scope of work being transferred is accounted for, with the current condition documented. Provide the results to DOE in a Comprehensive Property List within 30 days of written request by the CO;
- (b) Assess the current conditions of elements of the PWS associated with the scope of work being transferred and provide DOE with a report presenting this assessment;
- (c) Coordinate with the contractor assuming responsibility for performance of work in transference of workforce, subcontracts, property, programmatic and management system functions;
- (d) Support DOE in conducting a safe, effective, and efficient transfer of responsibility for execution of the work scope, resulting in the different contractor assuming full responsibility for the project and workforce with no disruption to ongoing operations; and
- (e) Support the Transfer Agreement to the incoming contractor.

C.4 Usage-Based Services

Hanford Site contractors provide services in order to create efficiencies across the Hanford Site. The 222-S Laboratory provides consultation and integrated analytical planning, highly radioactive analytical services, and non-radioactive analytical services. OHCs provide UBS that the 222-S Laboratory has traditionally utilized.

The Contractor shall provide the services identified in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*. The Contractor shall utilize UBS identified in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix* as needed.

USAGE-BASED SERVICES PROVIDED CLINs 0040, 1040, 2040

C.4.1 Usage-Based Services Provided

The Contractor shall provide the services identified in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, Service Numbers 94, “Integrated Analytical Planning”; 95, “Highly Radioactive Sample Analytical Services”; and 96, “Sample Analytical Services” for requests within the scope of this PWS. The Interface Requirements Matrix identifies the “Service Type” as either “mandatory” or “optional” for use by Hanford Site Customers, including DOE and/or OHCs and their subcontractors. Changes to the matrix shall be signed, showing concurrence, by the Contractor and OHCs. UBS are a pass-through cost for the OHCs; the accounting for the obligation of DOE funds and cost reimbursement for UBS is described in Section B, *Supplies or Services and Prices/Costs*, under the “UBS Provided” CLINs.

USAGE-BASED SERVICES RECEIVED CLINs 0041, 1041, 2041

C.4.2 Usage-Based Services Received

The Contractor shall use mandatory services and desired optional services identified in Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*. Changes to the matrix shall be signed, showing concurrence, by the Contractor and OHCs. UBS used are pass-through costs; the accounting for the obligation of DOE funds and cost reimbursement for UBS is described in Section B, *Supplies or Services and Prices/Costs*, under the “UBS Provided” CLINs.

ENHANCED OPERATIONS CLINs 0021, 1021, 2021

C.5 Enhanced Operations

LBL configuration, commissioning, and operations will require an increased volume of samples analyzed by the 222-S Laboratory. This additional sampling will require enhanced operational capacity and capability from the 222-S Laboratory.

To support LBL operations, the Contractor shall:

- (a) Configure and staff the 222-S Laboratory to support enhanced operations, and
- (b) Interface with appropriate contractors to support waste characterization, constituent testing, and other analyses prior to, during, and after waste transfers to the vitrification facilities.

The desired outcome is the capability, capacity, and facility reliability to support LBL operations by generating defensible data to meet customer requirements and schedules. The DOE CO will notify the Contractor when the Contractor shall commence Enhanced Operations.

The Contractor shall maintain enhanced capabilities and capacity in order to support LBL operations.

C.5.1 Enhanced Analytical Operations: Refer to Section C.2.1, *Analytical Operations*, for Scope Description

C.5.2 Enhanced Facility Operations: Refer to Section C.2.2, *Facility Operations*, for Scope Description

C.5.3 Enhanced Core Functions: Refer to Section C.3

HANFORD SITE BENEFIT PLANS CLINs 0030, 1030, 2030

C.6 Hanford Site Benefit Plans

Responsibilities for Sponsorship, Management, and Administration of Contractor Employee Pension and Other Benefit Plans:

The Contractor shall have certain responsibilities regarding sponsorship, management and administration of pension and other benefit plans for certain active and retired contractor employees at the Hanford Site. The requirements associated with these responsibilities are set forth in the Section H, Clause H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits (Oct. 2014)*. Non-labor related cost to performing these functions reside within these CLINs. Labor related costs to perform the management and administration function are to be charged to the Management and Administration scope under CLINs 0020, 1020, and 2020.

PART I – THE SCHEDULE

SECTION D

PACKAGING AND MARKING

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D.1 DOE-D-2001 Packaging and Marking (Oct 2014)

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which—
 - (1) Identifies the contract by number pursuant to which the item is being delivered;
 - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

D.2 Security Requirements

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U.S. Department of Energy safeguards and security directives.

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PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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E.1 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) of this clause, 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) of this clause, 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.2 FAR 52.246-5 Inspection of Services—Cost-Reimbursement (Apr 1984)

- (a) *Definition.* "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 reperformance, 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.3 FAR 52.246-11 Higher-Level Contract Quality Requirement (Dec 2014)

- (a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Quality Assurance Program (QAP) compliant with DOE O 414.1, *Quality Assurance*, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 CFR 830, *Nuclear Safety Management*, Section 830.3, *Definitions*) must be compliant with 10 CFR 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements*. The Contractor shall utilize the Contractor Assurance System (CAS) per DOE O 226.1, *Implementation of Department of Energy Oversight Policy*, to monitor and evaluate all work performed under this Contract, including work for subcontractors, and to ensure work performance meets the applicable requirements for environment, safety and health, including quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

The QAP shall describe how the quality assurance criteria from DOE O 414.1, 10 CFR 830, Subpart A, and the QARD (as applicable) are satisfied. The Contractor shall use voluntary consensus standards in the development and implementation of the QAP, where practicable and consistent with the contractual and regulatory requirements. Where appropriate, the Contractor must use a graded approach to implement the QAP that is commensurate with hazards, lifecycle of facilities, and other risks. The basis of the graded approach utilized shall be documented and submitted to DOE for approval.

- (1) For Hazard Category 1, 2, and 3 nuclear facilities:
 - (i) Existing facilities, or new facilities and major modifications to existing facilities achieving Critical Decision 1 (CD-1) prior to May 8, 2013 may continue to use the consensus standard cited in the DOE-approved QAP.
 - (ii) New facilities and major modifications to existing facilities achieving Critical Decision 1 (CD-1) use ASME NQA-1-2008 with the NQA-1a-2009 addenda (or a later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II. Note: where NQA-1, Part II language uses the terms “nuclear power plant” or “nuclear reactor”, these terms are considered equivalent to the term “nuclear facility.”
 - (iii) Consensus standard(s) that provide an adequate level of quality assurance and meet the intent of paragraphs (ii) above may be used. The QAP must document how the selected consensus standard is (or a set of consensus standards are) used, as well as how the selected consensus standard(s) is appropriate.

- (2) For other activities and facilities (e.g., less than hazard category 3, non-nuclear, or chemically hazardous), the Contractor shall use, in whole or in part, appropriate standards. Examples of appropriate standards include:
- (i) American Society of Mechanical Engineers (ASME) NQA 1-2008 with the NQA-1a-2009 addenda (or later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
 - (ii) ASME NQA 1-2000, *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II.
 - (iii) ANSI/ISO/ASQ Q9001-2008 (or later edition), *Quality Management System: Requirements*; and
 - (iv) ANSI/ASQ Z 1.13-1999 (or later edition), *Quality Guidelines for Research*.
- (b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—
- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
 - (2) When the technical requirements of a subcontract require—
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

E.4 DOE-E-2001 Inspection and Acceptance (Oct 2014)

Inspection and acceptance of all items under this Contract shall be accomplished by the Contracting Officer in accordance with the clauses entitled FAR 52.246-3, *Inspection of Supplies – Cost-Reimbursement* (Apr 1984), FAR 52.246-5, *Inspection of Services – Cost Reimbursement* (Apr 1984), and FAR 52.246-11, *Higher-Level Contract Quality Requirement* (Dec 2014). If the Contracting Officer assigns this responsibility to the Contracting Officer’s Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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F.1 FAR 52.242-15 Stop Work Order (Aug 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 order 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.

F.2 DOE-F-2002 Place of Performance – Services (Oct 2014)

The principal place of performance of this Contract shall be the United States Department of Energy Hanford Site, near Richland, Washington, and other facilities as directed by the Contracting Officer.

F.3 DOE-F-2003 Period of Performance – (Alt I) (Alt II) (Oct 2014)

- (a) Definitions
- (1) "Contract Award Date" means the date the contract is signed by the CO, noted in Block 28 of the Standard Form 33, Solicitation, Offer, and Award.
 - (2) "Contract Transition Period" means the 100-day transition.

- (3) "Notice to Proceed (NTP)" means the authorization issued by the CO to start performance on this Contract.
- (b) The Contractor shall commence performance of this contract in accordance with the contract terms and conditions upon issuance of a Notice to Proceed (NTP) and continue through the Five-Year Base Period. Periods of performance for specific Contract Line Item Numbers will be accomplished in accordance with the schedule shown below:

Table F-1. Periods of Performance

Period	Start	End
Transition Period CLIN	Upon NTP	TBD
Base Period CLINs	TBD	TBD
Option Period 1 CLINs	TBD	TBD
Option Period 2 CLINs	TBD	TBD

CLIN = Contract Line Item Number

TBD = To be determined

- (c) The period of performance of this contract may be extended pursuant to unilateral options or other clauses that provide for the extension of the contract. In the event that the Government elects to exercise its right pursuant to such options(s) or other clauses, the period of performance shall be revised to reflect such extensions.

PART I – THE SCHEDULE

SECTION G

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G.1 DOE-G-2001 Contracting Officer's Authority (Oct 2014)

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled *Changes*.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.

G.2 DOE-G-2002 Contracting Officer's Representative (Oct 2014)

Pursuant to the clause at DEAR 952.242-70, *Technical Direction*, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.3 DOE-G-2003 Contractor's Laboratory Manager (Oct 2014) (REVISED)

The Contractor shall designate a Laboratory Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Laboratory Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.

The Laboratory Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

G.4 DOE-G-2004 Contract Administration (Oct 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

- (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the Contracting Officer.
- (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall be provided to the COR.
- (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer and the COR.

(c) Information regarding correspondence addresses and contact information is as follows:

(1) Contracting Officer: Layne Papenfuss

U.S Department of Energy
Office of Environmental Management – Office of River Protection

Telephone number: (509) 376-3769

Address:

Office of River Protection
2440 Stevens Center Place
Richland, WA 99354

Email address: layne_papenfuss@orp.doe.gov

(2) Contracting Officer's Representative: Designated via letter

U.S. Department of Energy
Office of Environmental Management – Office River Protection
Attn: To be provided

Telephone number:

Address:

Office of River Protection
2440 Stevens Center Place
Richland, WA 99354

Email address:

(3) Intellectual Property Counsel:

Patent Attorney – Intellectual Property Law Division of the Office of Chief Counsel

Telephone number: 510-486-6703

Address:

Lawrence Berkeley National Laboratory
1 Cyclotron Road Mailstop 90R1023
Berkeley, CA 94720

Email address: gary.drew@science.doe.gov

(4) Government Contract Administration Office:

U.S. Department of Energy
Office of Environmental Management – Office River Protection
Attn: Layne Papenfuss

Telephone number: (509) 376-3769

Mailing address:

Office of River Protection
2440 Stevens Center Place
Richland, WA 99354

Email address: layne_papenfuss@orp.doe.gov

G.5 DOE-G-2005 Billing Instructions – Alternate I (Oct 2014)

- (a) Contractors shall use Standard Form 1034, *Public Voucher for Purchases and Services Other than Personal*, when requesting payment for work performed under the contract.
- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning Contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
 - (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
 - (i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
 - (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

- (iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
 - (iv) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.
 - (v) The total fee billed, retainage amount, and available fee must be shown.
 - (vi) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.)
 - (vii) Statement of Cost must show total amounts by current billing period, fiscal year to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.
 - (viii) Statement of Cost must include a summary of costs by DOE Program Code, Object Class, Strategic Partnership Project (formerly known as Work for Others), Local Use Number, and any other applicable/necessary funding source or accounting information.
 - (ix) Detailed invoice transactions must be provided in Microsoft Excel format as a supplemental file including labor hours from the timekeeping system, purchase card transactions, subcontract costs, etc. The detailed invoice transaction data in Excel format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.
- (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
- (i) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.), and the dollar amount per category.
 - (ii) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
 - (iii) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.
 - (iv) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.6 DOE-G-2007 Contractor Performance Assessment Reporting (Oct 2014) (REVISED)

- (a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance

Assessment Reporting System (CPARS). The CPARS information is handled as “Source Selection Information.” Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS), which is maintained by the Department of Defense. Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.

- (b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government’s discretion: (1) technical/quality, (2) cost control, (3) schedule, and (4) management or business relations. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall adhere to the process and associated timeline found in the current version of the User Manual for CPARS and respond to such requests within fourteen (14) calendar days of the request.
- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments containing identical narrative will be prepared for each participating Contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

G.7 Correspondence, Reports, and Deliverables

The following requirements apply to submission of all correspondence, reports, and data deliverables:

- (a) The Contractor shall ensure that all correspondence, reports, and data deliverables are as follows:
 - (1) Legible and sequentially numbered; and
 - (2) Written in clear, concise English.
- (b) The Contractor shall prepare transmittals as follows:
 - (1) Title page or cover sheet that identifies the contract by number, author, deliverable(s) (including deliverable item number of report requirement), and date; and
 - (2) Text standard 8 ½” × 11” letter size paper (one-way foldouts or larger sizes may be included with report text).
- (c) The Contractor shall submit correspondence, reports, and data deliverables as follows:
 - (1) All correspondence, deliverables, and reports to the U.S. Department of Energy (DOE) shall be transmitted through the use of the DOE Automated Records System (Integrated Document Management System [IDMS]);
 - (2) Electronically authorize and sign all correspondence, deliverables, and reports and deposit all submittals to DOE in an electronic folder in IDMS; and

- (3) All electronic files shall be editable and have all functions normally available in the software in which the data files that are being provided, along with a designation of the software used. The submission shall also state which contract deliverable, when appropriate, is being met through submission of the correspondence. In the event the Contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE.
- (d) The Contractor shall develop and implement configuration control over all electronic correspondence files, including a correspondence numbering system. The Contractor shall maintain configuration control over changes to information provided by DOE or government contractors, including but not limited to drawings, specifications, electronic files, letter reports, calculations, and analysis reports, as appropriate, using the Contractor's established policies and procedures that are in compliance with all National Archives and Records Administration and DOE requirements. The Contractor shall assign its own identifying number to information that it either creates or changes.

G.8 DOE-G-2008 Non-supervision of Contractor Employees (Oct 2014)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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H.1 DOE-H-2013 Consecutive Numbering (Oct 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

Contractor Human Resource Management Clauses

H.2 DOE-H-2002 No Third Party Beneficiaries (Oct 2014)

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

H.3 Definitions

For purposes of H Clauses entitled, *Workforce Transition and Employee Hiring Preferences*, DOE-H-2001, *Employee Compensation: Pay and Benefits (Oct 2014)*, and *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, the following definitions are applicable (unless otherwise specified):

- (a) "Contract Award Date" means the date the Contract is signed by the Contracting Officer (CO), noted in Block 28 of the Standard Form 33, *Solicitation, Offer and Award*.
- (b) "Contract Transition Period" means the 100-day transition as defined in Section F of this Contract.
- (c) "Incumbent Contractor" means the contractor responsible for performance of Contract No. DE-EM0003722 and assigned to perform work described in Section C of that contract. As of the date the RFP for the Notice to Proceed was issued, the contractor responsible for performance of Contract No. DE EM0003722 and assigned to perform work described in Section C was Wastren Advantage, Inc. (WAI).
- (d) "Incumbent Employees" means permanent employees: (1) of WAI at the time the Notice to Proceed was issued and performing work scope for Contract No. DE-EM0003722; or (2) during Contract Transition Period, employed by Washington River Protection Solutions (WRPS) and assigned permanently to 222-S Laboratory Complex, as noted in employee's personnel records.
- (e) "Non-Incumbent Employees" are employees other than Incumbent Employees.
- (f) "Hanford Site Pension Plan (HSPP) Eligible Employees" are employees who, based on prior employment and the terms of the HSPP, are eligible to participate, or to return and participate in the HSPP and accrue Benefit Service as defined in the HSPP.
- (g) "Non-HSPP Eligible Employees" are employees who do not meet the definition of HSPP Eligible Employees as described in paragraph (F) above.
- (h) "Notice to Proceed (NTP)" means the authorization issued by the CO for the Contractor to start Incoming Transition performance of this Contract.

H.4 Workforce Transition and Employee Hiring Preferences Including Through Period of Performance

The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

The Contractor shall also comply with the hiring preferences set forth below:

- (a) The Contractor shall comply with the right of first refusal for employment for service employees for all Incumbent Employees identified in (d) of H Clause entitled, Definitions and all of the requirements set forth in Federal Acquisition Regulation (FAR) 52.222-17, *Nondisplacement of Qualified Workers*, for the applicable work and positions. If a qualified service employee declines a bona fide express offer of employment, the Contractor need not provide the preference in hiring in paragraphs (b)(1)(i) and (ii) below to such employee, but should provide the other preferences in paragraph (b) below, as applicable.
- (b) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement (PWS) under this Contract, in accordance with the hiring preferences in paragraphs (1) – (3) below (subject to paragraph (a) above), in descending order of priority, and in accordance with applicable law, and applicable site seniority lists as provided to the Contractor by the CO, as set forth below.
 - (1) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (i) and (ii) in descending order of priority:
 - (i) A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the above employees held at the Notice to Proceed date.
 - (ii) A preference in hiring for vacancies in non-managerial positions for the above employees who meet the qualifications for the position and who have been identified by their employer as being at risk of being involuntarily separated because of the transfer of this work scope to the Contractor.
 - (2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (i) and (ii), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled Department of Energy Acquisition Regulation (DEAR) 952.226-74, *Displaced Employee Hiring Preference* consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees:
 - (i) Employees who are former employees of WAI or WRPS as identified in H.3(D) above; and
 - (ii) Former employees of any other U.S Department of Energy (DOE) contractor or subcontractor at a DOE defense nuclear facility eligible for hiring preference.
 - (3) The Contractor shall give a preference in hiring to individuals:
 - (i) who have separated from employment at WAI and/or WRPS as identified in H.3(D) above;

- (ii) who are not precluded from seeking employment at the Hanford Site by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and
- (iii) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

H.5 DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014)

(a) Contractor Employee Compensation Plan

The Contractor shall submit, for CO approval, by close of contract transition, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the compensation requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support, at reasonable cost, the effective recruitment and retention of a highly-skilled, motivated, and experienced workforce.

A description of the Contractor Employee Compensation Program should include the following components:

- Philosophy and strategy for all pay delivery programs;
- System for establishing a job worth hierarchy;
- Method for relating internal job worth hierarchy to external market;
- System that links individual and/or group performance to compensation decisions;
- Method for planning and monitoring the expenditure of funds;
- Method for ensuring compliance with applicable laws and regulations;
- System for communicating the programs to employees;
- System for internal controls and self-assessment; and
- System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with Federal Acquisition Regulation (FAR) 31.205-6 and Department of Energy Acquisition Regulation (DEAR) 970.3102-05-6, "Compensation for Personal Services." DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System.

The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the CO. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan, as approved by the CO.

(c) Requirements for Subcontractors with HSPP Eligible Employees

DOE and the Contractor shall agree to the Pre-selected Teaming Subcontractors that will be subject to the requirements to provide pension and other benefits for HSPP Eligible Employees, as defined in paragraph (f) of H Clause entitled, *Definitions*.

- (1) The Contractor shall submit to DOE no later than thirty (30) days prior to the close of the Transition Period, as defined in the Section F clause entitled, *Period of Performance*, a list of Pre-Selected Teaming Subcontractors that will flow down the requirement for continuation of benefits to HSPP Eligible Employees.
- (2) The Contractor may thereafter propose changes to those subcontractors subject to paragraph (1) above. Such proposed changes shall not be effective or implemented without prior written approval by the CO. Approval of a proposed change is at the unilateral discretion of the CO.
- (3) The Contractor shall flow down, to all subcontractors that are subject to the HSPP in paragraph (1) and (2) of this section, the requirements of paragraphs (g) and (h) of H Clause entitled, DOE-H-2001 *Employee Compensation: Pay and Benefits (Oct 2014)*; and paragraphs (a) and (b) of H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (4) Subject to other subcontract review and approval requirements in this Contract, this Clause does not limit the Contractor's ability to utilize subcontractors as necessary to perform Contract requirements.

(d) Reports and Information

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

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts and planned distribution of funds for the following year.
- (2) A list of the top five most highly-compensated executives, as defined in FAR 31.205-6(p)(1)(ii) and their total cash compensation at the time of NTP and at the time of any subsequent change to their total cash compensation.
- (3) An Annual Report of Compensation and Benefits. Report to be submitted no later than March 1 of each year in iBenefits or its successor.

(e) Employee Compensation Programs

The Contractor shall establish compensation programs for Incumbent Employees and Non-Incumbent Employees, as set forth in paragraphs (1) and (2) below and consistent with any applicable law, provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

- (1) Incumbent Employees are as defined in (d) of Clause H entitled, *Definitions*. Pay. The Contractor shall provide equivalent base pay, as compared to the base pay provided and reimbursed by the government, to Incumbent Employees for at least the first year of the term of the Contract.
- (2) Non-Incumbent Employees are as defined in (e) of Clause H entitled, *Definitions*. All

Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees, and in accordance with Contract requirements.

(3) Cash Compensation

- (i) The Contractor shall submit the following to the CO for a determination of cost allowability for reimbursement under the Contract:
 - (A) Any proposed major compensation program design changes prior to implementation.
 - (B) Variable pay programs/incentives. If not already authorized in H Clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014)*, a justification shall be provided with proposed costs and impacts to budget, if any.
 - (C) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the CO for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund.
 - The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1.0 percent in total.
 - The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
 - Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
 - Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the CO of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.
 - (D) If a Contractor does not meet the criteria included in (C) above, a CIP must be submitted to the CO for an advance determination of cost allowability. The CIP should include the following components and data:
 - Comparison of average pay to market average pay;
 - Information regarding surveys used for comparison;
 - Aging factors used for escalating survey data and supporting information;
 - Projection of escalation in the market and supporting information;
 - Information to support proposed structure adjustments, if any;
 - Analysis to support special adjustments;

- Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the contractor and the CO. (d) The CO may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up);
 - A discussion of the impact of budget and business constraints on the CIP amount;
 - Comparison of pay to relevant factors other than market average pay.
- (E) After receiving DOE CIP approval or if criteria in (e)(3)(i)(C) are met, contractors may make minor shifts of up to 10 percent of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.
- (F) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel not included in the CIP. For those key personnel included in the CIP, DOE will approve salaries during the Contract Transition Period and when key personnel are replaced during the life of the Contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).
- (ii) The CO's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as indicated in (e)(3)(i)(F) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the CO.
- (iii) Except as set forth in a workforce restructuring plan approved by DOE, Severance Pay is not payable to an employee under this Contract if the employee:
- (A) Voluntarily separates, resigns or retires from employment;
 - (B) Is offered employment with a successor/replacement contractor;
 - (C) Is offered employment with a parent or affiliated company; or
 - (D) Is discharged for cause.
- (iv) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract or Task Order.

(f) Employees Benefits

- (1) HSPP Eligible Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable), pursuant to pension plan eligibility requirements and applicable law.
- (2) Non-HSPP Eligible Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(g) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction or until the CO makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction. To the extent that the Contractor has not submitted a new benefit plan or changes to existing benefit plans for approval on the basis that it does not increase costs and such new plan or change to existing plan does in fact increase costs, any increase in costs may be considered unreasonable and will likely be determined unallowable.
- (2) Cost reimbursement for employee pension and other benefit programs sponsored by the Contractor will be based on the CO's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
- (3) Unless otherwise stated, or as directed by the CO, the Contractor shall submit the studies required in paragraphs (i) and (ii) below, except for defined benefit plans that are closed to new entrants. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (BenVal) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the CO for approval prior to the adoption of any change that increases the costs to a pension plan or other benefit plan.
 - (i) A BenVal, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the CO approved comparator companies. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for those benefits using external benchmarks derived from nationally recognized and CO-approved survey sources.
 - (ii) An Employee Benefits Cost Study Comparison annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other CO approved broad based national survey.
 - (A) When the net benefit value exceeds the comparator group by more than five percent,

the Contractor shall submit a corrective action plan to the CO for approval, unless waived in writing by the CO.

- (B) When the benefit costs as a percent of payroll exceeds the comparator group by more than five percent, and if required by the CO, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the CO.
- (C) Within two years, or longer period as agreed to between the Contractor and the CO, of the CO acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.
- (D) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the CO in writing.
- (E) Cost reimbursement for post-retirement benefits other than pensions (PRB) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not less than five years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or state law, advance funding of PRBs is not allowable.
- (F) Each contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see (I)(6) below for Pension Management Plan requirements).
- (G) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

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

- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Notice to Proceed.
- (2) Except for Commingled Plans in existence as of the date the Contractor assumes full responsibility for the performance of the Contract requirements (immediately following the transition period), any pension plan maintained by the Contractor for which DOE reimburses costs shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the CO, Commingled Plans shall be converted to Separate Plans after the date of Notice to Proceed or the extension of a contract.

(i) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plan and other benefit plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

(1) The Contractor shall become a sponsor of the existing pension and other benefit plans listed below, (or if continuation of the existing plans is not practicable, comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of *Employee Retirement Income Security Act* (ERISA) and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

- (i) The Hanford Site Pension Plan (HSPP)
- (ii) The Hanford Site Savings Plan (HSSP)
- (iii) The Hanford Employee Welfare Trust (HEWT)

(2) Each Contractor's defined benefit and defined contribution pension plans shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the CO. In years in which a limited scope audit is conducted, the Contractor must provide the CO with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.

(3) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.

(4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.

(5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

(6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31 of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues.

(7) Benefits for HSPP Eligible Employees

- (i) HSPP - The Contractor shall ensure that HSPP Eligible Employees are allowed to participate in the HSPP consistent with the terms of the provisions of the HSPP as amended.
- (ii) HSSP - The Contractor shall ensure that HSPP Eligible Employees are allowed to participate in the HSSP consistent with the terms of the HSSP as amended.
- (iii) HEWT - The Contractor shall ensure that HSPP Eligible Employees are allowed to

participate in the HEWT and receive medical and other benefits under the HEWT consistent with the terms of the HEWT, as amended.

(8) Pension and Other Benefits for Non-HSPP Eligible Employees

- (i) The Contractor shall offer a market-based package of retirement and medical benefits competitive for the industry to individuals who are Non-HSPP Eligible Employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a qualified separate line of business pursuant to Internal Revenue Code (IRC) 410 and 414 for the purpose of maintaining the Federal tax qualification of pension covering the Contractor's employees.
- (ii) Any benefit programs established and/or maintained by the Contractor, for which DOE reimburses costs, shall meet the tests of allowability and reasonableness established by FAR 31-205-6 and DEAR 970.3102-05-6.

(j) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans

- (1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the ERISA, as amended by the *Pension Protection Act* (PPA) of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the CO. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum, may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity (HCA) when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.
- (2) Contractors that sponsor multi-employer Defined Benefit (DB) pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the CO and will be considered on a case-by-case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(k) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE, but no later than the dates specified below:

- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
- (2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- (3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(l) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the CO. The CO must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the CO:
 - (i) A copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
 - (ii) An analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
 - (iii) Except in circumstances where the CO indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
 - (iv) The Summary Plan Description; and
 - (v) Any such additional information as requested by the CO.
- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the CO for approval, as applicable (see (L)(1) above). The justification must:
 - (i) Demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs;
 - (ii) Provide the dollar estimate of savings or costs; and
 - (iii) Provide the basis of determining the estimated savings or cost.

(m) Terminating Operations

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

- (1) No further benefits for service shall accrue.

- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments, or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (5) DOE and the Contractor(s) shall establish an effective date for spin-off or plan termination on the same day as the Contractor notifies the IRS of the spin-off; or
- (6) Plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(n) Terminating Plans

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

(o) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(p) Definitions

- (1) **Commingled Plans.** Cover employees from the Contractor's private operations and its DOE contract work.
- (2) **Current Liability.** The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) **Defined Benefit Pension Plan.** Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) **Defined Contribution Pension Plan.** Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) **Designated Contract.** For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) **Pension Fund.** The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) **Separate Accounting.** Account records established and maintained within a Commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) **Separate Plan.** Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.
- (9) **Spun-off Plan.** A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

H.6 Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits

- (a) Service Credit. The Contractor shall provide pension and other benefit plans, to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:
- (1) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in Clause H, entitled *Definitions*, the Contractor shall carry over the length of service credit from WAI and/or WRPS for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law.
 - (2) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to H Clause entitled, DOE-H-2001, *Employee Compensation: Pay and Benefits (Oct 2014)*.
- (b) Allowable Salary for Key Personnel. Within 20 days after NTP, or as identified by the CO, the Contractor will submit DOE Form 3220.5, "Application for Contractor Compensation Approval" to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.

H.7 DOE-H-2004 Post Contract Responsibilities for Pension and Other Benefit Plans (Oct 2014)

- (a) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans identified in subparagraph (i)(1) of Clause H entitled, DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2014), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the CO.

If a Commingled plan is involved, the Contractor shall:

- (1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.
 - (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the Internal Revenue Service (IRS) of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (b) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the CO determines that the scope of work under the Contract has

been completed (any one such event may be deemed by the CO to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor’s obligations regarding the Plans at the time of Contract Completion:

- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
- (2) The parties shall exercise their best efforts to reach agreement on the Contractor’s responsibilities for sponsorship, management and administration of the plans for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor’s responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the CO regarding the Contractor’s responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the CO, the Contractor’s costs will be reimbursed pursuant to applicable Contract provisions.

H.8 DOE-H-2028 Labor Relations (Oct 2014) (REVISED)

- (a) The Contractor shall respect the right of employees to be free from discrimination in the workplace, including, but not limited to, discrimination within the meaning of the *Age Discrimination in Employment Act of 1967*, as amended, and to organize, form, join, or assist labor organizations; bargain collectively through their chosen labor representatives; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities, consistent with applicable laws.
- (b) Consistent with applicable labor laws and regulations, the Contractor shall recognize and bargain in good faith with the collective bargaining representative(s) of employees performing work that has previously been performed by represented employees and is covered by the scope of this Contract.
- (c) The Contractor shall submit its economic bargaining parameters for which DOE reimburses costs to, and obtain the approval of, the CO regarding allowability of the costs, and compliance with the terms and conditions of the Contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the CO before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the CO. The approval of the economic bargaining parameters by the CO under this paragraph does not waive any other terms and conditions of the Contract.
- (d) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1 entitled, *Basic Labor Policies*, DEAR Subpart 970.2201-1 entitled, *Labor Relations*, and all applicable Federal and state labor

relations laws.

- (e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into during the Contract period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (E) in any subcontracts.
- (f) In addition to FAR 52.222-1 entitled, *Notice to the Government of Labor Disputes*, and other requirements in the contract, the Contractor shall immediately notify the CO or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the CO.
- (g) The Contractor shall immediately notify the CO or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.
- (h) The Contractor shall provide the CO or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
- (i) The Contractor shall provide the CO or designee with a "Report of Settlement" after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module of DOE's iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications.
- (j) The Contractor shall provide to the CO or designee a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. The Contractor shall immediately provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:
 - (1) List of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
 - (2) A brief description of issues regarding each grievance;
 - (3) If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;
 - (4) If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

H.9 Workforce Restructuring

- (a) The Contractor shall regularly analyze workforce requirements and develop appropriate workforce transition strategies consistent with DOE policy, as may be revised from time to time, to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- (b) Notwithstanding any other provision in this Contract, when the Contractor determines that any reduction of force, including furloughs, is necessary, the Contractor shall notify the CO in writing. The Contractor shall provide information as directed by the CO related to the proposed workforce restructuring activities and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993*, with the *Worker Adjustment and Retraining Notification (WARN) Act of 1988*, and other applicable statutes, regulations, and DOE policies. The Contractor shall take no further action related to the proposed reduction of force, or furloughs, until receiving direction from the CO. The CO will then either approve or disapprove the Contractor's proposed reduction of force, or if necessary request additional information from the Contractor.
- (c) For workforce reductions, the Contractor must prepare and submit to the CO a specific workforce restructuring plan (Specific Plan), as described below in paragraph (D), if either of the following conditions are met within a rolling 12-month period:
 - (1) The Contractor intends to reduce its workforce by 50 or more employees through involuntary separation; or
 - (2) The Contractor intends to reduce its workforce by 100 or more employees, whether through voluntary or involuntary separation actions, or a combination of such actions.
- (d) The Contractor's Specific Plan shall set forth how the Contractor will conduct its workforce restructuring action at the site in a manner that meets DOE policy and be submitted to the CO for approval at least 60 days in advance of the first communication planned to be given to the employees and public. For workforce reductions, the Contractor's Specific Plan shall provide detailed information regarding the Contractor's proposed workforce restructuring activities and set forth its business case for why the restructuring is required, e.g., the Contractor's need to realign the workforce to ensure an appropriate employee skill mix and/or budget concerns.

The Contractor's plan should set forth the projected number of affected employees and the occupational classifications of the affected employees, the criteria it will use to select employees for termination, and the projected cost of the separation benefits, including severance and Displaced Worker Medical Benefits, and the anticipated cost savings, if any, that will result from the separation program. The models for Contractor Self-Select Voluntary Separation Plan and Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: <http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension>. If the Contractor determines it will be necessary to conduct a voluntary separation program likely followed by an involuntary separation, the Contractor may combine the Self-Select Voluntary Separation Plan and the Involuntary Separation Plan into one Specific Plan for submission to the CO.
- (e) All reductions of force shall comply with the Hanford Site Workforce Restructuring Plan, as amended, and the Contractor shall supply workforce restructuring related information and reports as requested by DOE. As noted above in H Clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*, the Contractor shall extend displaced

employee hiring preference in accordance with the Section I Clause, DEAR 952.226-74, entitled, *Displaced Employee Hiring Preference*.

- (f) Pay-in-lieu of notice beyond two work weeks requires written advance CO approval. The Contractor shall submit the request to the CO as part of the workforce restructuring package submitted for approval in (b) above, and include the number of days of pay-in-lieu-of-notice requested, above two work weeks, a detailed business justification, and the associated costs.
- (g) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims for both Voluntary and Involuntary Separation Plans. The forms are available online at the website set forth in (d) above. Any deviation from the models must be approved by the CO.
- (h) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) when the involuntary separation action(s) will affect 50 or more contractor employees within a rolling 12-month period. The analysis shall be submitted to the DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation, and may be used by DOE in determining cost allowability.
- (i) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Plan, at any DOE or NNSA site, during the one-year period following the separation, except as set forth in the following sentence. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Plan.
- (j) Contractor(s) must provide actual and projected workforce reductions on an annual basis, no later than March 15 of each year, as set forth in the DOE iBenefits system, or its successor.
- (k) For furloughs, the Contractor must prepare and submit information as requested by the CO for approval. Furlough requests must be submitted to the CO 60 days in advance of the first communication planned to be given to employees and the public.
- (l) The requirements of H Clause entitled, *Workforce Restructuring*, shall apply to any Pre-selected Teaming subcontractors on this Contract. Specifically, the Contractor shall include preselected teaming subcontractor data as part of the overall Contractor request submitted to DOE for approval for workforce reductions or furloughs.

H.10 Labor Standards

- (a) The CO will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the *Davis-Bacon Act*), the Service Contract Labor Standards (SCLS) statute (formerly known as the *Service Contract Act of 1965*), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the CO for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts. Section J, Attachment J-7, provides further guidance on the Labor Standards Board Process and documents required to be submitted as

part of proposed work packages.

- (b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), SCLS, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), the Contractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with subparagraph (g) of FAR 52.222-41 entitled, *Service Contract Labor Standards*, and subparagraph (b)(4) of FAR 52.222-6 entitled, *Construction Wage Rate Requirements*, the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publications WHD-1321, *Employee Rights under the Davis-Bacon Act*, and/or WHD-1313, *Employee Rights on Government Contracts*.
- (c) For subcontracts determined to be subject to the Service Contract Labor Standards (SCLS), the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the CO.
- (d) In addition to any other requirements in the Contract, the Contractor shall as soon as possible notify the CO of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR Parts 4, 6, and 8 and as defined in subparagraph (t) of FAR 52.222-41 entitled, *Service Contract Labor Standards*; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the CO.
- (e) The Contractor shall prepare and submit to the CO the Office of Management and Budget (OMB) Control Number: 1910-5165, *Semi-Annual Davis-Bacon Enforcement Report*, by April 21 and October 21 of each year. Form submittal will be administered through the DOE iBenefits system or its successor system.

H.11 Workers' Compensation Insurance

Pursuant to the Revised Code of Washington (RCW) Title 51, the *Washington Industrial Insurance Act* (WIIA), DOE is a group self-insurer for purposes of workers' compensation coverage. The Hanford Workers' Compensation Program performs the administration functions for the State of Washington self-insurance requirements. Notwithstanding any other provision in this Contract, the coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

- (a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- (b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder

and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.

- (c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be notified and will be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.
- (d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE self-insurance program.
- (e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.
- (f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.
- (g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws. Further, the Contractor shall be responsible for any statutory workers' compensation coverage, liability, and cost for employees performing work outside the scope of this Contract.
- (h) Time-loss compensation shall be paid to injured workers in accordance with RCW 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this Contract.
- (i) Workers' compensation loss income benefit payments, when supplemented by other programs (such as salary continuation), are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (j) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.
- (k) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW 51.28.010, *Notice and Report of Accident—Application for Compensation*, *Notice of accident—Notification of worker's right—Claim suppression*, or any other documentation requested by DOE pursuant to the WIIA.
- (l) The Contractor shall ensure that all employees receive training and have a clear understanding of the workers' compensation process.
- (m) The Contractor shall develop and maintain a web site with Workers' Compensation information and ensure that the web site is made available to employees within 45 days of the close of transition.
- (n) The Contractor shall provide additional training to employees on the workers' compensation process when a claim is filed. This training shall include, but is not limited to, information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.
- (o) The Contractor shall submit ad hoc reports and other information, as required by DOE.
- (p) The Contractor shall provide briefings to DOE, as requested.

- (q) For purposes of workers' compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE's self-insurance certificate under L&I for workers' compensation:
- (1) Contractor team arrangement means an arrangement in which –
 - (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
 - (ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.
 - (2) Any changes to the Contractor team arrangement for purposes of workers' compensation coverage shall be subject to prior approval of the CO.
- (r) Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provisions of the Memorandum of Understanding referenced above. The Contractor shall require that any subcontractors not covered by provisions of the Memorandum of Understanding meet the statutory workers' compensation coverage requirements.

H.12 DOE-H-2073 Risk Management and Insurance Programs (Dec 2014) (REVISED)

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

(a) Basic Requirements

- (1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third-party liability insurance. Other forms of coverage for which the Contractor seeks reimbursement must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE in advance of acquiring such insurance.
- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 970.5070 entitled, *Indemnification*, and DEAR 950.70 entitled, *Nuclear Indemnification of DOE Contractors*).
- (3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307 entitled, *Insurance Under Cost Reimbursement Contracts*, FAR 31.205-19 entitled, *Insurance and Indemnification*, DEAR 952.231-71 entitled, *Insurance - Litigation and Claims*.
- (4) Demonstrate that the insurance program is being conducted in the Government's best interest and at reasonable cost.
- (5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the CO no later than 30 days after the purchase date.

- (6) When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.
- (7) Ensure self-insurance programs include the following elements:
 - (a) Compliance with criteria set forth in FAR 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention [SIR], such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance, and are subject to the approval and submission requirements of FAR 28.308, as applicable.
 - (b) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
 - (c) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
 - (d) Accounting of self-insurance charges.
 - (e) Accrual of self-insurance reserve. The CO's approval is required and predicated upon the following:
 - (A) The claims reserve shall be held in a special fund or interest bearing account.
 - (B) Submission of a formal written statement to the CO stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
 - (C) Annual accounting and justification as to the reasonableness of the claims reserve submitted for CO review.
 - (D) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
- (8) Should the Contractor utilize a Letter of Credit or other financial instrument to guarantee self-insurance retention, any cost for interest paid by the contractor relating to the instruments will be unallowable and omitted from charges to the DOE Contract.
- (9) Comply with the CO's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

(b) Plan Experience Reporting. The Contractor shall:

- (1) Provide the CO with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
 - (i) The amount paid for each claim.
 - (ii) The amount reserved for each claim.
 - (iii) The direct expenses related to each claim.
 - (iv) A summary for the plan year showing total number of claims.
 - (v) A total amount for claims paid.
 - (vi) A total amount reserved for claims.
 - (vii) The total amount of direct expenses.
- (2) Provide the CO with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
- (3) Provide additional claim financial experience data, as may be requested, on a case-by-case basis.

(c) Terminating Operations. The Contractor shall:

- (1) Ensure protection of the Government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
- (2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the CO.
- (3) Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the Contractor shall retain this liability.

(d) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:

- (1) Obtain the written approval of the CO for any change in program direction; and
- (2) Ensure insurance coverage replacement is maintained as required and/or approved by the CO.

H.13 Implementation of the Hanford Site Stabilization Agreement

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

- (a) This Clause applies to employees performing work under Contracts (or subcontracts) administered by DOE, which are subject to the Construction Wage Rate Requirements statute (formerly known as and referred to in this Clause as the *Davis-Bacon Act*), in the classifications set forth in the HSSA for work performed at the Hanford Site.

- (b) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a local union having jurisdiction over DOE construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory Contractor or subcontractor shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A.
- (c) Contractors and subcontractors at all tiers, who are not signatory to the HSSA and who are not required under paragraph (b) above to become signatory to the HSSA, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto, and shall adhere, except as otherwise directed by the CO, to the following provisions of the Agreement:
 - (1) Article VII Employment (Section 2 only);
 - (2) Article XII Non-Signatory Contractor Requirements;
 - (3) Article XIII Hours of Work, Shifts, and Overtime;
 - (4) Article XIV Holidays;
 - (5) Article XV Wage Scales and Fringe Benefits (Sections 1 and 2 only);
 - (6) Article XVII Payment of Wages-Checking In and Out (Section 3 only);
 - (7) Article XX General Working Conditions; and
 - (8) Article XXI Safety and Health.
- (d) The Contractor agrees to make no contributions in connection with this Contract to Industry Promotion Funds, or similar funds, except with prior approval of the CO.
- (e) 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 *Construction Wage Rate Requirements (previously titled Davis-Bacon Act)* contained in the Act of July 2, 1964 (Public Law 88-349-78 Statutes 238-239), and U.S. Department of Labor regulations in implementation thereof (29 CFR, *Labor*, Parts 1, *Procedures for Predetermination of Wage Rates*; and 5, *Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*).
- (f) The CO may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the HSSA, including its Appendix A, is modified by the involved parties.
- (g) In the event of failure to comply with paragraphs (c), (d), (e), (f), and (g), or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the CO may withhold any payments due to the Contractor and may terminate the Contract for default.
- (h) The rights and remedies of the Government provided in this Clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- (i) The requirements of this Clause are in addition to, and shall not relieve the Contractor of, any obligation imposed by other clauses of this Contract, including Section I Clauses entitled, FAR 52.222-4, *Contract Work Hours and Safety Standards Act—Overtime Compensation*; FAR 52.222-6, *Construction Wage Rate Requirements (formerly known as Davis-Bacon Act)*;

FAR 52.222-7, *Withholding of Funds*; FAR 52.222-8, *Payrolls and Basic Records*; FAR 52.222-10, *Compliance with Copeland Act Requirements*; and FAR 52.222-12, *Contract Termination – Debarment*.

- (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 Clause, and to preserve such records for a period of three (3) years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c), (d), (e), (f), and (g) hereof. The Contractor agrees to make these records available for inspection by the CO and will permit him/her to interview employees during working hours on the job.
- (k) The Contractor agrees to insert the provisions of this Clause, including this paragraph (k), in all subcontracts for the performance of work subject to the *Construction Wage Rate Requirements* (previously titled *Davis-Bacon Act*).

A copy of the *Hanford Site Stabilization Agreement* is located at:
<http://www.hanfordvitplant.com/hanford-site-stabilization-agreement>.

DOE Corporate Clauses Other Than CHRM

H.14 DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (Oct 2014) (Revised)

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.
- (b) Liability and responsibility for fines or penalties and associated costs arising from or related to violations of environmental requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and safety, health or quality requirements shall be borne by the party that caused the violation(s). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.
- (c) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. DOE may participate in 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 paragraphs (a) and (b) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain 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.

- (d) The Contractor shall notify DOE promptly when it receives service from the regulators of NOV/NOAVs and fines and penalties.

H.15 DOE-H-2016 Performance Guarantee Agreement (Oct 2014)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment J-5.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.16 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-5 entitled, *Performance Guarantee Agreement*. The individual signing the *Performance Guarantee Agreement* for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official:

Name:	<u>Susana Navarro Valenti</u>
Position:	<u>Board Chair</u>
Company/Organization:	<u>Hanford Laboratory Management and Integration, LLC</u>
Address:	<u>710 George Washington Way, Suite J, Richland, WA 99352-4254</u>
Phone:	<u>865-220-9650</u>
Facsimile:	<u>865-220-9651</u>
Email:	<u>navarro@navarro-inc.com</u>

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors: [Offeror Fill-In]

Name: Cathy Hickey
 Position: HLMI Board Member
 Company/Organization: Navarro
 Address: 1020 Commerce Park Dr., Oak Ridge, TN 37830
 Phone: 865-220-9650
 Facsimile: 865-220-9651
 Email: hickeyc@navarro-inc.com

Name: Chiang Ren
 Position: HLMI Board Member
 Company/Organization: PSI
 Address: 3717 Columbia Pike, Arlington, VA 22204
 Phone: 865-220-9650
 Facsimile: NA
 Email: cren@plan-sys.com

Should any change occur to the Corporate Board of Directors, the majority interest, or their contact information during the period of the Contract, the Contractor shall promptly notify the CO in writing of the change.

H.17 DOE-H-2018 Privacy Act Systems of Records (Oct 2014) (REVISED)

The Contractor shall adopt or recommended the amendment of 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*.

Table H-1. Systems of Records

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-13	Payroll and Leave Records

Table H-1. Systems of Records

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-14	Report of Compensation
DOE-15	Intelligence Related Access Authorization
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-31	Firearms Qualification Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for Automated Data Processing (ADP) Equipment
DOE-58	General Correspondence Files of the Office of the Secretary of Energy, Deputy Secretary and Under Secretary of Energy
DOE-60	General Correspondence Files
DOE-81	Counterintelligence Administrative and Analytical Records and Reports
DOE-84	Counterintelligence Investigative Records
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of

satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2, entitled, *Privacy Act*. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

The *Privacy Act Notification* (FAR 52.224-1) and *Privacy Act* (FAR 52.224-2) clauses are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of the Section H clause above identifying system of record DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

H.18 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract Performance (Oct 2014) (REVISED)

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

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operations manuals, flowcharts, software, databases and any other information necessary for of the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause “DEAR 970.5227-1, *Rights in Data-Facilities*.” The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

H.19 DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (REVISED)

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard; an activity could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, 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. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO, pursuant to the clause entitled, FAR 52.242-15, *Stop-Work Order*.
- (d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor Representatives” for “the CO” in all subcontracts.

H.20 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)

- (a) DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1 entitled, *Disputes*. The ADR process may involve mediation, facilitation, factfinding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an

individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible as evidence in any subsequent litigation proceedings.

- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the CO, and the CO shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- (d) ADR procedures may be used at any time that the CO has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a CO's final decision under the clause at FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO's final decision and does not constitute reconsideration of the final decision.
- (e) If the CO rejects the Contractor's request for ADR proceedings, the CO shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the CO's request to use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

H.21 DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct 2014) (REVISED)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which will interfere with the performance of work by any other contractor or by a Government employee and seek CO direction if there is an unresolved conflict.

H.22 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014)

Within 15 days after the NTP, the Contractor shall submit to the CO for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72 entitled, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the Contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

- (c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of the potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the plan.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.23 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (REVISED)

- (a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance (POP) of this Contract it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing.
- (d) The requirements of this clause are required as a flow-down clause in all subcontracts.

H.24 DOE-H-2045 Contractor Community Commitment (Oct 2014) (REVISED)

- (a) The Contractor may submit to DOE a plan for community commitment activities and report on program progress annually.
- (b) The Contractor's annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of the DOE's community commitment policy. 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) Recognize the diverse interest 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. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all-inclusive and is not intended to preclude the Contractor from initiating and performing other constructive community activities nor involvement in charitable endeavors it deems worthwhile.
 - (1) Regional educational outreach programs. The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of contractor employees to schools, colleges, and universities. Regional educational outreach programs could involve providing contractor employees the opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning, or encouraging students to pursue science, engineering, and technology careers.
 - (2) Regional purchasing programs. The Contractor may conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.), to enable regional vendors to meet the audit and reporting requirements of the Contractor and DOE. These alliances may also serve to encourage the formation of regional trade associations, which will better enable regional businesses to satisfy the Contractor's needs.
 - (3) The Contractor may coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities. DOE encourages the use of regional vendors in fulfilling contract requirements.
 - (4) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.

- (c) The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.

The Contractor may encourage its subcontractors, at all tiers, to participate in these activities.

H.25 DOE-H-2046 Diversity Program (Oct 2014)

- (a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the CO for approval within 60 calendar days after the NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.
- (b) The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:
 - (1) A statement of the Contractor's policies and practices; and
 - (2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program, and businesses; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.
- (c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-10 entitled, *Summary of Contract Deliverables*. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.

H.26 DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)

In implementation of the clause at DEAR 952.204-75 entitled, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 3 calendar days prior to the planned issue date, submit a draft copy to the CO of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.27 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014)

- (a) The Contractor's Representations, Certifications and Other Statements, dated April 9, 2019, are made in response to Solicitation No. 89303318REM000012 are hereby incorporated into the contract by reference:

Name of the Representations, Certifications and Other Statements: Section K, Representations, Certifications, and Other Statements

H.28 DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851 (Oct 2014)

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *Worker Safety and Health Program*, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.29 DOE-H-2058 Designation and Consent of Critical Subcontracts- Alternate I (Oct 2014) (REVISED)

- (a) The following subcontracts have been determined to be critical subcontracts:
AECOM N&E Technical Services, LLC

- (b) In the event that the Contractor plans either to award or use a new critical subcontract or replace an existing, approved critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

H.30 DOE-H-2059 Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014)

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.31 DOE-H-2061 Change Order Accounting (Oct 2014)

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

H.32 DOE-H-2063 Confidentiality of Information (Oct 2014)

- (a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

- (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
 - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
 - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.
 - (d) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.
 - (e) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
 - (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.33 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (Oct 2014)

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the CO. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the CO justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the CO's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of

the software licensing agreement, the Contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the Contractor shall continue performance of the work required under this contract without utilizing the software.

- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at H.67, *Laws, Regulations and DOE Directives*.

H.34 RESERVED

H.35 DOE-H-2068 Conference Management (Oct 2014)

The Contractor agrees that:

- (a) The Contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- (b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015, entitled *Updated Guidance on Conference-Related Activities and Spending*.
- (c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - (1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
 - (i) Covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
 - (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
 - (2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- (d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- (e) The Contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
 - (1) Conference title, description, and date;
 - (2) Location and venue;
 - (3) Description of any unusual expenses (e.g., promotional items);

- (4) Description of contracting procedures used (e.g., competition for space/support);
 - (5) Costs for space, food/beverages, audio visual, travel / per diem, registration costs, recovered costs (e.g., through exhibit fees); or
 - (6) Number of attendees.
- (f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the CO.
- (g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the CO.
- (1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - (i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
 - (ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space) or provides funding to the conference planners through Federal grants.
 - (2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - (3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- (h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
- (1) Track all conference expenses; and
 - (2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- (i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.
- (j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.36 DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (REVISED)

- (a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.
- (b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
 - (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:
 - (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100 percent of the Federal per diem rate at the assignment location. The intervening days’ lodging will be reimbursed at the lesser of actual cost or 55 percent of Federal per diem.
 - (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100 percent of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55 percent of Federal per diem.
 - (2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.
 - (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).
 - (4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example the employee’s return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.
 - (5) The Government will not reimburse costs associated with salary premiums that exceed 10 percent.
 - (6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

H.37 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (REVISED)

- (a) Pursuant to the clause at DEAR 952.215-70 entitled, *Key Personnel*, the required key personnel for this Contract are identified below (Table H-2, “Key Personnel”):

Table H-2. Key Personnel

Name	Position
Don Hardy	Laboratory Manager
Ron Tucker	Facility Operations Manager
Rob Schroeder	Analytical Operations Manager
Diane Cato	Engineering/Nuclear Safety Manager
Mark Applegate	ES&H Manager

In addition to the requirement for the CO’s approval before removing, replacing, or diverting any of the listed key personnel, the CO’s approval is also required for any change to the position assignment of a current key person.

- (b) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and physically located on the Hanford site or within the local area. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.
- (1) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or Contractor will be subject to reduction of fee according to (d)(1) below respective to the key position vacated.
 - (2) Approval of changes to key personnel is at the unilateral discretion of the CO.
- (c) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:
- (1) Key personnel are considered “managerial personnel” under the clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.
 - (2) Laboratory Manager. The Contractor’s Laboratory Manager as defined in Section G.3, DOE-G-2003, *Contractor’s Laboratory Manager*.
 - (3) Facility Operations Manager Responsibilities include, but are not limited to operation, maintenance, and upgrades of buildings, equipment, and infrastructure.
 - (4) Analytical Operations Manager. Responsibilities include, but are not limited to inorganic chemistry, organic chemistry, radiochemistry, and materials science.
 - (5) For the purposes of this Clause, “Changes to Key Personnel” is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.

(6) For the purposes of this Clause, "Beyond the Contractor's Control" is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel."

(d) Contract fee reductions for changes to key personnel.

Any key person change according to the definition for "Changes to Key Personnel" above shall be subject to reduction of fee according to (d)(1) below respective to the key position vacated.

(1) Notwithstanding the approval by the CO, any time a key person is removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by \$100,000 for each and every such occurrence. A change to a key person "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection.

(2) The Contractor may request in writing that the CO consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

H.38 DOE-H-2071 Department of Energy Directives (Oct 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided 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 the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) 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 pursuant to the changes clause in Section I of this contract.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.39 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)

- (a) The Government will provide Government owned and/or Government-leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1 entitled, *Government Property* and FAR 52.251-2 entitled, *Interagency Fleet Management System (IFMS) Vehicles and Related Services*.
- (b) The Contractor shall ensure that its employees use and operate Government owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:
 - (1) Use vehicles only for official purposes and solely in the performance of the Contract.
 - (2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
 - (3) Comply with Federal, state and local laws and regulations for the operation of motor vehicles.
 - (4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
 - (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
 - (6) Use seat belts while operating or riding in a Government vehicle.
 - (7) Do not use tobacco products while operating or riding in a Government vehicle.
 - (8) Do not provide transportation to strangers or hitchhikers.
 - (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause FAR 52.233-18 entitled, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.
 - (10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.
- (c) The Contractor shall:
 - (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
 - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.
- (d) The Contractor shall insert this clause in all subcontracts in which Government owned and/or Government-leased vehicles are to be provided for use by subcontractor employees.

H.40 DOE-H-2075 Prohibition on Funding For Certain Nondisclosure Agreements (Oct 2014)

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.”
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.41 DOE-H-2076 Lobbying Restrictions (Oct 2014)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than 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 regulation.

H.42 DOE-H-2078 Multifactor Authentication for Information Systems

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document “U.S. Department of Energy Multifactor Authentication Implementation Approach” and its appendices as determined by the Contracting Officer.

H.43 DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)

- (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, unless the Contracting Officer agrees to a different date.
 - (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.

Other Clauses

H.44 RESERVED

H.45 Subcontractor Timekeeping Records Signature Requirement

The Contractor shall obtain subcontractor timecards for hourly employees for non-fixed-price and cost reimbursable subcontracts and non-fixed-price and cost reimbursable sub-tiers. Cost reimbursable type subcontracts are defined by FAR 16.301 and non-fixed-price subcontracts are set forth in FAR 16.600 and includes Time-and-Materials and Labor-hour subcontracts. The subcontract and sub-tier timecards for these subcontract types must be obtained by the Contractor prior to the Contractor's payment of the subcontractor costs to the subcontractors and prior to billing DOE for these costs. The timecards must reflect actual hours worked. The subcontractor timecards must be signed by the subcontractor employee and certified by the subcontractor employee's supervisor prior to the Contractor obtaining them. The subcontractors and sub-tiers performing work under cost-reimbursable and non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of cost reimbursable subcontractors and sub-tiers. The audit shall be conducted to either Institute of Internal Auditors standards (if conducted internally) or Generally Accepted Government Auditing Standards (GAGAS) (if conducted externally), unmodified. This clause shall be flowed down to all cost reimbursable type and non-fixed price subcontracts and sub-tiers.

H.46 Energy Employees Occupational Illness Compensation Program Act (EEOICPA)

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

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees;
- (b) Provide reports as directed by DOE, such as costs associated with EEOICPA;
- (c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE;
- (d) Locate, retrieve and provide a copy of any personnel and other program records as requested;
- (e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims or other related EEOICPA requests;
- (f) Ensure cost information is submitted to the DOE EEOICPA POC by the tenth of each month; and
- (g) Ensure all EEOICPA Claims received are completed and returned to DOE within 45 calendar days of the date entered in the *Federal Compensation Program Act* (FCPA) electronic reporting system.

Hanford Specific Clauses

H.47 Environmental Compliance

- (a) The Contractor is required to comply with permits, consent decrees, administrative orders, the *Hanford Federal Facility Agreement and Consent Order*, and settlement agreements between the DOE and federal and state regulatory agencies.
- (b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.

- (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other site contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected site

contractors not later than 90 days prior to the date they are to be submitted to the regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

- (2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.
 - (3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and 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. 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. Special circumstances may require permits to be submitted in a shorter timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. 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 CO.
- (d) 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 environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit

applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.

- (e) 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.

- (f) 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 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.
- (g) 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 CO.

H.48 Partnering

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment, which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset and a way of doing business. It is an attitude toward working as a team and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each

organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Partnering between DOE and the Contractor shall be conducted consistent with the DOD Integrated Product and Process Development (IPPD) framework. The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

H.49 Laws, Regulations, and DOE Directives

- (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. Section J, Attachment J-2, *Requirement Sources and Implementing Documents, J.1 List A. Applicable Federal, State and Local Regulations* may be appended to this contract for information purposes. Omission of any applicable law or regulation from the Contract 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 “Applicable DOE Directives” (List B) appended to this contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.
- (c) 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.
- (d) 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.

H.50 National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership

The Contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs overall for the Government.

H.51 Legal Management

- (a) As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.
- (b) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third-party:

DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the

contract, such as those covered by FAR 52.222-26 entitled, *Equal Opportunity*, FAR 52.222-35 entitled, *Equal Opportunity for Veterans*, and FAR 52.222-36 entitled, *Equal Opportunity for Workers With Disabilities*.

DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both), associated with legal claims brought against the Contractor by a third-party relating to discriminatory conduct prohibited by the terms of the contract, such as those covered by FAR 52.222-26 entitled, *Equal Opportunity*, FAR 52.222-35 entitled, *Equal Opportunity for Veterans*, and FAR 52.222-36 entitled, *Equal Opportunity for Workers With Disabilities*, where the CO determines that the plaintiff's claim(s) had more than very little likelihood of success on the merits. Where the plaintiff's claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the contract (e.g., reasonable, allocable, etc.).

H.52 Radiological Site Services and Records, and Occupational Medical Services and Records

- (a) The Contractor shall obtain Radiological Site Services (RSS) and Occupational Medical Services for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required RSS and Occupational Medicine services as required by Section C, *Performance Work Statement*; and Section J, Attachment J-11, *Government-Furnished Services and Information (GFS/I)*, respectively.
- (b) The Contractor shall obtain RSS as specified in Contract Section J Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*. RSS includes external dosimetry, Internal Dosimetry Services, radiological instrumentation calibration, maintenance, and repair services, and management and preservation of current and former radiation monitoring records. The Section I Clauses entitled, DEAR 952.223-75, *Preservation of Individual Occupational Radiation Exposure Records* and DEAR 970.5204-3, *Access to and Ownership of Records* are implemented as follows with respect to radiological records: All radiological exposure records generated during the performance of Hanford Site-related activities will be maintained by the designated provider of this service listed in Section J Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, and are the property of DOE.
- (c) The Contractor shall obtain RSS and Occupational Medical Services for all Contractor and subcontractor employees performing hazardous work under this Contract that may expose workers to chemical, physical (radiological), biological, and/or similar hazards. The Contractor shall identify required RSS and Occupational Medical Services as required by Section C, *Performance Work Statement*; and Section J, Attachment J-11 *Government-Furnished Services and Information (GFS/I)*, respectively.
- (d) *Interface Requirements Matrix*. The Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records* is implemented as follows with respect to occupational medicine records: All occupational medicine records generated during the performance of Hanford Site-related activities will be maintained by the Hanford Site Occupational Medicine Services Provider and are the property of DOE.

H.53 Counterintelligence Site Specific Requirements

Pursuant to Executive Order 12333, *United States Intelligence Activities* and DOE procedures for intelligence activities, it is DOE policy to protect programs, resources, facilities, and personnel from intelligence collection by or on behalf of international terrorists, foreign powers, or entities and related threats through implementation of an effective, efficient Counterintelligence (CI) Program.

DOE Order 475.1, *Counterintelligence Program*, reflects the current CI Program scope and requirements. These requirements are set forth locally in the Site CI Support Plan (SCSP). The local CI Program is managed and administered by the Headquarters DOE Office of Intelligence and Counterintelligence, Directorate of Counterintelligence, Pacific Northwest Field Office with the assistance of DOE organizations and contractors as identified in the SCSP. The Contractor agrees to fulfill the applicable requirements of the SCSP.

H.54 Hanford Site Services and Interface Requirements Matrix

- (a) Controls. When services between prime contractors are offered and accepted, DOE does not expect the requesting prime contractor to review or otherwise validate top-level cross-cutting quality control, health, safety and/or environmental protection requirements mandated by the performing contractor's contract. The requesting prime contractor may assume that such contract requirements, (e.g., Integrated Safety Management System, Quality Program/Plan) are acceptable to DOE. The performing contractor shall provide products or services in a manner that is consistent with the requirements of the performing prime contractor's contract and the task instructions provided by the requesting contractor. Special conditions required to meet the requesting contractor's requirements shall be documented through interface documents.
- (b) Right of Access. Hanford Site Contractors shall, with coordination and adequate preparation, allow service-providing contractors access to facilities to perform the service.
- (c) Nuclear Safety. The Contractor shall establish a protocol with each Hanford Site contractor identified in Section J, Attachment J-3.b, entitled, *Hanford Site Services and Interface Requirements Matrix*; this protocol shall establish the basis to perform contract work scope within a nuclear facility, or perform work scope that affects the safety basis of a nuclear facility, that is operated by the Hanford Site contractor who has responsibility for the nuclear facility.

The protocol shall:

- Describe the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes and procedures prior to transition.
- Be signed by the Contractor and concurred with by the other affected contractor. Any new or future protocols or updates shall be submitted to HMESC.
- The protocol will be recognized as part of the ISMS description.
- The Contractor shall:
 - Comply with all facility safety authorization basis and nuclear safety requirements that are established by the Hanford Site contractor responsible for the nuclear facility.
 - Flow down to each subcontractor (in accordance with the Section I clause DEAR 970.5223-1, entitled, *Integration of Environment, Safety and Health in to Work Planning and Execution*), the

protocol to comply with all facility safety authorization basis and nuclear safety requirements that are established by the contractor responsible for the nuclear facility.

- (d) Payment of Services. Fee-for-Service providers shall provide to DOE and make available to the user the basis for liquidation of the charge for usage-based services. Service rates shall be based on customer service level forecasts.
- (e) Responsibility for Delivery of Service. The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute GFS/I. The Government shall not be held responsible for the delivery or non-delivery of services between Hanford Site contractors.

Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the CO. DOE shall be the exclusive authority for resolving disputes associated with any interface issues that cannot be resolved between parties in a timely manner. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

- (f) Direct Funded and Usage-Based Services Not Commercial Items. Unless specified otherwise by the CO, all “Direct Funded” and “Usage-Based Services” (see Section J, Attachment J-3.b, including all Information Technology and Management Services under this Contract, are unique to the Hanford Site, and are not “commercial items” as defined by FAR 2.101. The contractor shall not perform or arrange for the performance of Usage-Based Services by means of any process reserved for the acquisition of commercial items without first receiving written approval from the DOE CO expressly stating that a particular Usage-Based Service to be acquired meets the FAR 2.101 definition of a “commercial item.”

H.55 DOE Contracted Energy Service Company

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

H.56 Shipment Notification

- (a) The Contractor and/or Subcontractors shall notify Energy Northwest seven (7) days in advance (1) of any movement of “common” explosives over 1,800 pounds excluding small arms ammunitions or classified shipments within five (5) miles of Energy Northwest and/or, (2) of any railroad shipment from/to Hanford north of the rail spur to the Fast Flux Test Facility.

(b) For EM radioactive material/waste shipments by motor carrier and/or rail, the additional security measures described below shall be implemented. Documentation that the security measures were performed shall be maintained with the shipping papers.

(1) Additional Security Measures to be Implemented for Motor Carriers transporting Radioactive Material/Waste Shipments:

- (i) Verify and document that site security plans require drivers entering the 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.
- (ii) Verify and document the name of the drivers, who will be entering DOE facilities to pick up shipments to be used for commercial shipments, are on the list provided by the motor carrier.
- (iii) Verify and document the motor carriers to be used have provided documentation that all drivers meet the personal security requirements addressed in the U.S. Department of Transportation's Security Sensitive Visits.
- (iv) Obtain copies of documentation from the carriers that all drivers are citizens of the United States.
- (v) Verify the drivers have a Commercial Driver's License, with proper hazardous materials endorsements, and attach a copy to the shipment documentation to be kept on file for each shipment.
- (vi) Verify and document the carriers utilize satellite tracking and/or maintains cellular telephone contact with the driver, including the requirement that the driver must contact carrier dispatch at regular intervals.
- (vii) Require security staff to perform and document per-loading equipment inspections to avoid explosive and other devices as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), Security Conditions.
- (viii) 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.
- (ix) 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.
- (x) Request consignee notification of receipt of shipments.

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

- (i) Obtain a copy of the rail carrier's security plan. Ensure the plan identifies communications links, frequency of communication, and points of contact information for security-related emergencies.
- (ii) Implement a mechanism to be notified by the carrier should cars/train encounter any unexpected occurrences en route. Ensure the rail carrier has access to the information.

- (iii) Require security staff to perform and document pre-loading equipment inspections to avoid explosive and other as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), Security Conditions.

NOTE: DOE Notice, Measure 18. Implement screening procedures for other deliveries at designated inspection points to identify explosives and incendiary devices. Use K-9 teams for inspections, when available. Instruct site personnel to report suspicious packages to Security and refrain from handling them until cleared by appropriate authority.

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

H.57 Organizational Conflict of Interest Between Hanford Site Contracts

Performance of the Contract will be limited throughout the Contract period of performance to a contractor that is not concurrently performing the work scope under the Mission Support Contract (MSC) awarded in 2009, a prime contractor for the Hanford Mission Essential Services Contract (HMESC), the MSC's successor contractor, or a subcontractor to HMESC performing work in any of the following areas; a) Safeguards and Security; b) Emergency and First Responders; c) Information Technology and Management; d) Portfolio Analysis, Project Support, and Independence Assessment; and e) Environmental Integration and Environmental Compliance Support. This contract limitation applies to any parent companies or affiliates of the prime contractor and subcontractors described above.

H.58 Overtime Control Reporting

The Contractor shall submit a Summary Overtime Justification Report of the overtime hours worked to the CO six (6) months after contract execution start and annually thereafter no later than November 30 of each year. Summary Overtime Justification Reports shall be reported, at a minimum, by Common Occupational Classification System sub-codes, differentiate between premium and non-premium overtime, and provide sufficient detail to demonstrate all three (3) of the following:

- (1) Compliance with provisions set forth in FAR 52.222-2.
- (2) All other alternatives to overtime were evaluated prior to working overtime and found inadequate or not feasible; and
- (3) Overtime hours worked were in the best interest of the Government.

The Summary Overtime Justification Report will be used to assist the CO in determining reasonableness and cost allowability. Overtime premium authorized per FAR 52.222-2 will not be considered a CO determination of overtime reasonableness or cost allowability.

H.59 FAR 52.234-4 Earned Value Management System (Nov 2016)

- (a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in Electronic Industries Alliance Standard 748 (EIA-748) (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

- (b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in EIA-748 (current version at time of award), the Contractor shall--
 - (1) Apply the current system to the contract; and
 - (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.
- (c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.
- (d) The Contracting Officer may require an IBR at--
 - (1) Exercise of significant options; or
 - (2) Incorporation of major modifications.
- (e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or an authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.
- (g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause:

AECOM N&E Technical Services, LLC

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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I.1 FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

<https://www.acquisition.gov/far>

<https://www.energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

I.2 FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

Table I-1. FAR and DEAR Clause References

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.3	52.202-1	Definitions (Nov 2013)	
I.4	52.203-3	Gratuities (Apr 1984)	
I.5	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.6	52.203-6	Restrictions on Subcontractor Contractor Sales to the Government (Sept 2006)	
I.7	52.203-7	Anti-Kickback Procedures (May 2014)	
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)	
I.12	52.203-14	Display Of Hotline Poster(s) (Oct 2015)	(b) (3) DOE IG Hotline Poster
I.13	52.203-17	Contractor Employee Whistleblower Rights And Requirement to Inform Employees of Whistleblower Rights (Apr 2014)	
I.14	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.15	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	

Table I-1. FAR and DEAR Clause References

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.16	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.17	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)	
I.18	52.204-13	System for Award Management Maintenance (Oct 2016)	
I.19	52.204-14	Service Contract Reporting Requirements (Oct 2016)	
I.20	52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)	
I.21	52.204-21	Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)	
I.22	52.204-23	Use of Products and Services of Kaspersky Lab	
I.23	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment (Oct 2015)	
I.24	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)	
I.25	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.26	52.210-1	Market Research (Apr 2011)	
I.27	52.215-2	Audit and Records—Negotiation (Oct 2010)	
I.28	52.215-8	Order of Precedence—Uniform Contract Format (Oct 1997)	
I.29	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Aug 2011)	
I.30	52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Oct 2010)	
I.31	52.215-14	Integrity of Unit Prices (Oct 2010)	
I.32	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.33	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	
I.34	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.35	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.36	52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 2010)—Modifications Alternate III – (Oct 1997)	Excel and PDF file types. CD-ROM or other secure digital file media, as requested by the Contracting Officer
I.37	52.215-23	Limitation on Pass-Through Charges (Oct 2009)	

Table I-1. FAR and DEAR Clause References

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.38	52.216-7	Allowable Cost and Payment (Jun 2013)	(a)(3) 15 th (cost invoices), 7 th (Hanford Site Benefit Plan invoices), and 15 th (fee invoices)
I.39	52.216-11	Cost Contract—No Fee (Apr 1984) <i>Applies to CLINs 0010 Transition, 0030 Hanford Site Benefit Plans, 1030 Hanford Site Benefit Plans, 2030 Hanford Site Benefit Plans, 0041 Usage Based Services Received from OHCs, 1041 Usage Based Services Received from OHCs, and 2041 Usage Based Services Received from OHCs only</i>	
I.40	52.217-8	Option to Extend Services (Nov 1999)	30 days of the contract expiration date
I.41	52.217-9	Option to Extend the Term of the Contract (Mar 2000)	(a) 30 days of the contract expiration date (c) Seven (7) years and six (6) months
I.42	52.219-6	Notice of Total Small Business Set-Aside (Nov 2011)	
I.43	52.219-8	Utilization of Small Business Concerns (Nov 2016)	
I.44	52.219-14	Limitations on Subcontracting (Jan 2017)	
I.45	52.219-28	Post-Award Small Business Program Re-Representation (Jul 2013)	
I.46	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.47	52.222-2	Payment for Overtime Premiums (Jul 1990)	See Clause H.58, <i>Overtime Control Reporting</i>
I.48	52.222-3	Convict Labor (Jun 2003)	
I.49	52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation (May 2014)	
I.50	52.222-6	Construction Wage Rate Requirements (May 2014) (formerly known as Davis-Bacon Act)	
I.51	52.222-7	Withholding of Funds (May 2014)	
I.52	52.222-8	Payrolls and Basic Records (May 2014)	
I.53	52.222-9	Apprentices and Trainees (Jul 2005)	
I.54	52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	
I.55	52.222-11	Subcontracts (Labor Standards) (May 2014)	
I.56	52.222-12	Contract Termination—Debarment (May 2014)	

Table I-1. FAR and DEAR Clause References

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.57	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)	
I.58	52.222-14	Disputes Concerning Labor Standards (Feb 1988)	
I.59	52.222-15	Certification of Eligibility (May 2014)	
I.60	52.222-16	Approval of Wage Rates (May 2014)	
I.61	52.222-17	Nondisplacement Of Qualified Workers (May 2014)	
I.62	52.222-21	Prohibition Of Segregated Facilities (Apr 2015)	
I.63	52.222-23	Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity For Construction (Feb 1999)	
I.64	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)	
I.65	52.222-26	Equal Opportunity (Sep 2016)	
I.66	52.222-27	Affirmative Action Compliance Requirements For Construction (Apr 2015)	
I.67	52.222-30	Construction Wage Rate Requirements-Price Adjustment (None Or Separately Specified Method) (May 2014)	
I.68	52.222-35	Equal Opportunity For Veterans (Oct 2015)	
I.69	52.222-36	Equal Opportunity For Workers With Disabilities (Jul 2014)	
I.70	52.222-37	Employment Reports On Veterans (Feb 2016)	
I.71	52.222-40	Notification Of Employee Rights Under The National Labor Relations Act (Dec 2010)	
I.72	52.222-41	Service Contract Labor Standards (May 2014)	
I.73	52.222-42 Full Text	Statement Of Equivalent Rates For Federal Hires (May 2014)	
I.74	52.222-50	Combating Trafficking In Persons (Mar 2015)	
I.75	52.222-54	Employment Eligibility Verification (Oct 2015)	
I.76	52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)	
I.77	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)	
I.78	52.223-2	Affirmative Procurement Of Biobased Products Under Service And Construction Contracts (Sep 2013)	
I.79	52.223-3	Hazardous Material Identification And Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) Offeror Fill In
I.80	52.223-5	Pollution Prevention And Right-To-Know Information (May 2011)	
I.81	52.223-6	Drug-Free Workplace (May 2001)	

Table I-1. FAR and DEAR Clause References

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.82	52.223-9 Full Text	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)	
I.83	52.223-10	Waste Reduction Program (May 2011)	
I.84	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)	
I.85	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016)	
I.86	52.223-13	Acquisition Of EPEAT-Registered Imaging Equipment (Jun 2014)	
I.87	52.223-14	Acquisition Of EPEAT-Registered Televisions (Jun 2014)	
I.88	52.223-15	Energy Efficiency In Energy-Consuming Products (Dec 2007)	
I.89	52.223-16	Acquisition of EPEAT-Registered Personal Computer Products I (Oct 2015)	
I.90	52.223-17	Affirmative Procurement Of EPA-Designated Items In Service And Construction Contracts (May 2008)	
I.91	52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)	
I.92	52.223-19	Compliance With Environmental Management Systems (May 2011)	
I.93	52.223-20	Aerosols (Jun 2016)	
I.94	52.223-21	Foams (Jun 2016)	
I.95	52.224-1	Privacy Act Notification (Apr 1984)	
I.96	52.224-2	Privacy Act (Apr 1984)	
I.97	52.224-3	Privacy Training (Jan 2017)	
I.98	52.225-1	Buy American—Supplies (May 2014)	
I.99	52.225-9	Buy American—Construction Materials (May 2014)	
I.100	52.225-13	Restrictions on Certain Foreign Purchases (June 2008)	
I.101	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
I.102	52.227-1	Authorization and Consent (Dec 2007) – Alternate I (Apr 1984)	
I.103	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	
I.104	52.227-3	Patent Indemnity (Apr 1984)	
I.105	52.227-4	Patent Indemnity—Construction Contracts (Dec 2007)	
I.106	52.228-7	Insurance—Liability to Third Persons (Mar 1996)	

Table I-1. FAR and DEAR Clause References

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.107	52.232-9	Limitation on Withholding of Payments (Apr 1984)	
I.108	52.232-17	Interest (May 2014)	
I.109	52.232-18	Availability of Funds (Apr 1984)	
I.110	52.232-22	Limitation of Funds (Apr 1984)	
I.111	52.232-23	Assignment of Claims (May 2014)	
I.112	52.232-25	Prompt Payment (Jan 2017) – Alternate I (Feb 2002)	
I.113	52.232-27	Prompt Payment for Construction Contracts (Jan 2017)	
I.114	52.232-33	Payment by Electronic Funds Transfer – System for Award Management (Jul 2013)	
I.115	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
I.116	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)	
I.117	52.233-1	Disputes (May 2014) – Alternate I (Dec 1991)	
I.118	52.233-3	Protest After Award – Alternate I (Aug 1996)	
I.119	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.120		RESERVED	
I.121	52.236-2	Differing Site Conditions (Apr 1984)	
I.122	52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	
I.123	52.236-5	Material and Workmanship (Apr 1984)	
I.124	52.236-7	Permits and Responsibilities (Nov 1991)	
I.125	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Equipment (Apr 1984)	
I.126	52.236-11	Use and Possession Prior to Completion (Apr 1984)	
I.127	52.236-12	Cleaning Up (Apr 1984)	
I.128	52.236-13	Accident Prevention – Alternate I (Apr 1991)	
I.129	52.236-14	Availability and Use of Utility Services (Apr 1984)	
I.130	52.236-18	Work Oversight In The Cost-Reimbursement Construction Contracts (Apr 1984)	
I.131	52.236-19	Organization and Direction of the Work (Apr 1984)	
I.132	52.236-21	Specifications and Drawings for Construction	
I.133	52.237-2	Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)	
I.134	52.237-3	Continuity Of Services (Jan 1991)	
I.135	52.239-1	Privacy Or Security Safeguards (Aug 1996)	

Table I-1. FAR and DEAR Clause References

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.136	52.242-1	Notice Of Intent To Disallow Costs (Apr 1984)	
I.137	52.242-3	Penalties for Unallowable Costs (May 2014)	
I.138	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
I.139	52.242-13	Bankruptcy (July 1995)	
I.140	52.243-2	Changes—Cost-Reimbursement (Aug 1987) – Alternate I, Alternate III (Apr 1984)	
I.141	52.243-6	Change Order Accounting (Apr 1984)	
I.142	52.243-7	Notification of Changes (Jan 2017)	
I.143	52.244-2	Subcontracts (Oct 2010) – Alternate 1 (Jun 2007)	(d) The DOE Contracting Officer will issue a letter to the Contractor setting thresholds for consent to subcontract; (j) Not Applicable
I.144	52.244-5	Competition in Subcontracting (Dec 1996)	
I.145	52.244-6	Subcontracts for Commercial Items (Nov 2017)	
I.146	52.245-1	Government Property (Jan 2017), <i>as modified by DEAR 952.245-5</i>	
I.147	52.246-25	Limitation of Liability—Services (Feb 1997)	
I.148	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy; contract No. 89303320CEM000075; the contract administration office identified in Section G.
I.149	52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	
I.150	52.247-67	Submission of Transportation Documents for Audit (Feb 2006)	(c) Contracting Officer identified in Section G
I.151	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
I.152	52.248-1	Value Engineering (Oct 2010)	(m) 89303320CEM000075
I.153	52.248-3	Value Engineering—Construction (Oct 2015)	(i) 89303320CEM000075
I.154	52.249-6	Termination (Cost Reimbursement) (May 2004) Alternate I (Sep 1996) <i>Alternate I applicable to construction work</i>	
I.155	52.249-14	Excusable Delays (Apr 1984)	

Table I-1. FAR and DEAR Clause References

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.156	52.250-1	Indemnification Under Public Law 85-804 – Alternate I (Apr 1984)	
I.157	52.251-1	Government Supply Sources (Apr 2012)	
I.158	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	
I.159	52.253-1	Computer Generated Forms (Jan 1991)	
I.160	952.202-1 Full Text	Definitions (Feb 2011)	
I.161	952.203-70 Full Text	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.162	952.204-2 Full Text	Security Requirements (Aug 2016)	
I.163	952.204-75 Full Text	Public Affairs (Dec 2000)	
I.164	952.204-77 Full Text	Computer Security (Aug 2006)	
I.165	952.208-7 Full Text	Tagging of Leased Vehicles (Apr 1984)	
I.166	952.208-70 Full Text	Printing (Apr 1984)	
I.167	952.209-72 Full Text	Organizational Conflicts of Interest (Aug 2009) – Alternate I (Feb 2011)	(b)(1)(i) zero (0)
I.168	952.215-70 Full Text	Key Personnel (Dec 2000)	
I.169	952.216-7 Full Text	Allowable Cost and Payment (Feb 2011)	
I.170	952.217-70 Full Text	Acquisition of Real Property (Mar 2011)	
I.171	952.223-71 Full Text	Integration of Environment, Safety, and Health into Work Planning and Execution (Jul 2009)	
I.172	952.223-75 Full Text	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
I.173	Full Text	RESERVED	
I.174	952.225-70 Full Text	Subcontracting for Nuclear Hot Cell Services (Mar 1993)	
I.175	952.225-71 Full Text	Compliance with Export Control Laws and Regulations (Nov 2015)	
I.176	952.226-74 Full Text	Displaced Employee Hiring Preference (Jun 1997)	

Table I-1. FAR and DEAR Clause References

Clause No.	FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
I.177	952.227-9 Full Text	Refund of Royalties (Apr 1984)	
I.178	952.227-11 Full Text	Patent Rights – Retention by the Contractor (Short Form) (Mar 1995)	
I.179	952.227-82 Full Text	Rights to Proposal Data (Apr 1994)	(cost data in Volume III); dated April 23, 2019
I.180	952.231-71 Full Text	Insurance—Litigation and Claims (Jul 2013)	
I.181	952.242-70 Full Text	Technical Direction (Dec 2000)	
I.182	952.245-5 Full Text	Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (Aug 2016)	
I.183	952.247-70 Full Text	Foreign Travel (Jun 2010)	
I.184	952.250-70 Full Text	Nuclear Hazards Indemnity Agreement (Aug 2016)	
I.185	952.251-70 Full Text	Contractor Employee Travel Discounts (Aug 2009)	
I.186	970.5204-3 Full Text	Access to and Ownership of Records (Oct 2014) <i>See full text version below; (b)(1) through (b)(5) are Contractor-owned records</i>	
I.187	970.5215-3 Full Text	Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug 2009) – Alternate II (Aug 2009)	
I.188	970.5217-1 Full Text	Strategic Partnership Projects Program (Non-DOE Funded Work) (Apr 2015)	
I.189	970.5223-1 Full Text	Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)	
I.190	970.5227-1 Full Text	Rights in Data—Facilities (Dec 2000)	
I.191	970.5232-6 Full Text	Strategic Partnership Project Funding Authorization (Apr 2015)	

This Contract incorporates one or more clauses, by reference, as indicated in the matrix above.

Any clauses that are included in full text are listed below and include the same Section I clause number as was used above.

**I.73 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires
 (May 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class Monetary Wage—Fringe Benefits

Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay (In US Dollars)
Administrative Assistant	GS-7	19.82
Carpenter	WG-9	24.64
Computer Operator	GS-6	17.84
Electrician	WG-10	26.26
Engineering Technician	GS-9	24.24
Environmental Technician	GS-7	19.82
Forklift Operator	WG-5	18.09
Guard	GS-5	16.00
Heavy Equipment Operator	WG-10	26.26
HVAC	WG-10	26.26
Instrument Mechanic	WG-10	26.26
Janitor	WG-2	13.06
Laborer	WG-2	13.06
Machinist	WG-10	26.26
Motor Vehicle Operator	WG-7	21.36
Painter	WG-9	24.64
Pipefitter	WG-10	26.26
Receiving Clerk	WG-4	16.44
Secretary	GS-6	17.84
Technical Instructor	GS-7	19.82
Technical Writer	GS-9	24.24
Truck Driver	WG-8	22.99
Warehouse Specialist	WG-5	18.09
Water Treatment Operator	WG-9	24.64
Welder	WG-10	26.26
Note: The fringe benefit rate is \$4.13/hour which is in addition to the above hourly rates.		

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

I.82 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

(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.”

“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.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

I.160 DEAR 952.202-1 Definitions (Feb 2011)

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 on FAR 2.101 in effect at the time the solicitation was issued, unless—

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The work or term is defined in FAR Part 31, for use in the cost principles and procedures.

I.161 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.162 DEAR 952.204-2 Security Requirements (Aug 2016)

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or

theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material 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 classification levels and categories of matter proposed for retention, the reasons for the retention, 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 classified 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 contract requirements of DOE as incorporated into the contract.
- (c) *Definition of classified information.* The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.
- (d) *Definition of restricted data.* The term *Restricted Data* means all data concerning design, *manufacture*, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- (e) *Definition of formerly restricted data.* The term “*Formerly Restricted Data*” means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—(1) Relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.
- (f) *Definition of national security information.* The term “*National Security Information*” means information that has been determined, pursuant to Executive Order 12958, *Classified National Security Information*, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) *Definition of special nuclear material.* The term “special nuclear material” means-
 - (1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] 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) *Access authorizations of personnel.*
 - (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of

classified information or particular category of special nuclear material to which access is required.

- (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
 - (i) A review must—Verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.
 - (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
 - (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those—(A) Governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning. In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
 - (iv) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
 - (v) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office:

- (A) The date(s) each Review was conducted;
 - (B) Each entity that provided information concerning the individual;
 - (C) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
 - (D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
 - (E) The results of the test for illegal drugs.
- (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 protect any classified information, special nuclear material, or other Government property 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, 42 U.S.C. 2011 *et seq.*; 18 U.S.C. 793 and 794).
- (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 Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer. 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 FOCI, the Contractor shall comply with such instructions as the CO shall provide in writing to protect any classified information or special nuclear material.
 - (4) 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 CO 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.
- (k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy *announcement*, a notification to prospective applicants that reviews, and tests for the absence of any *illegal* drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that

subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR part 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence scope- polygraph examination.

- (1) Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance 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.

I.163 DEAR 952.204-75 Public Affairs (Dec 2000)

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
- (f) In accordance with procedures defined by the CO, the Contractor must notify the CO and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the

Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

I.164 DEAR 952.204-77 Computer Security (Aug 2006)

(a) *Definitions:*

(1) *Computer* means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) *Individual* means a DOE Contractor or subcontractor employee, or any other person who has been *granted* access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e- mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

(b) *Access to DOE computers.* A Contractor shall not allow an individual to have access to information on a DOE computer unless—

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and

(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) *No expectation of privacy.* Notwithstanding any other provision of law (including any provision of law enacted by the *Electronic Communications Privacy Act of 1986*), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) *Written records.* The Contractor is responsible for maintaining written records for itself and *subcontractors* demonstrating compliance with the provisions of paragraph (b) of this section. The Contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.

(e) *Subcontracts.* The Contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

I.165 DEAR 952.208-7 Tagging of Leased Vehicles (Apr 1984)

(a) DOE intends to use U.S. Government license tags.

(b) 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.166 DEAR 952.208-70 Printing (Apr 1984)

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a

requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8 ½ by 11 inches one side only, one color. A requirement is defined as a single publication document.

- (1) The term printing includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the CO in writing and obtain the CO 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.
- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

I.167 DEAR 952.209-72 Organizational Conflicts of Interest (Aug 2009) – Alternate I (Feb 2011)

- (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 years after the completion of this contract. Furthermore, unless so directed in writing by the CO, 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 (1) 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.

(3) *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.

- (c) 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.
- (d) *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.
- (e) 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 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. 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 consultant the disclosure required by 48 CFR 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.168 DEAR 952.215-70 Key Personnel (Dec 2000)

- (a) The personnel listed below or elsewhere in this contract 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.

See Section H for the list of Key Personnel.

I.169 DEAR 952.216-7 Allowable Cost and Payment (Feb 2011)

As prescribed in 916.307(a), when contracting with a commercial organization modify paragraph (a) of the clause at 48 CFR 52.216-7 by adding the phrase “as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR),” after 48 CFR subpart 31.2.

I.170 DEAR 952.217-70 Acquisition of Real Property (Mar 2011)

- (a) Notwithstanding any other provision of the contract, the prior approval of the CO 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 for which the DOE will reimburse the incurred costs 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.171 DEAR 952.223-71 Integration of Environment, Safety, and Health into Work Planning and Execution (Jul 2009)

As prescribed in 923.7003 the clause set forth at 970.5223-1 shall be included in all contracts and subcontracts for, and be made applicable to, work to be performed at a government-owned or leased facility where DOE has elected to assert its statutory authority to establish and enforce occupational safety and health standards applicable to the work conditions of contractor and subcontractor employees, and to the protection of the public health and safety.

I.172 DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be generated and maintained by the contractor in accordance with 36 CFR Chapter XII, Subchapter B, "Records Management," the National Archives and Records Administration (NARA) - approved DOE Records Disposition Schedules, and shall be operated as a DOE Privacy Act system of records, in accordance with the Privacy Act.

I.173 RESERVED

I.174 DEAR 952.225-70 Subcontracting for Nuclear Hot Cell Services (Mar 1993)

- (a) *Definitions. Costs related to the decommissioning of nuclear facilities*, as used in this clause, means any cost associated with the compliance with regulatory requirements governing the decommissioning of nuclear facilities licensed by the Nuclear Regulatory Commission. Such costs for foreign facilities and for Department of Energy facilities are costs of decommissioning associated with the compliance with foreign regulatory requirements or the Department's own requirements.

Costs related to the storage and disposal of nuclear waste, as used in this clause, means any costs, whether required by regulation or incurred as a matter of prudent business practice, associated with the storage or disposal of nuclear waste.

Foreign company, as used in this clause, means a company which offers to perform nuclear hot cell services at a facility which is not subject to the laws and regulations of the United States, its agencies, and its political subdivisions.

Nuclear hot cell services, as used in this clause, means services related to the examination of, or performance of various operations on, nuclear fuel rods, control assemblies, or other components that are emitting large quantities of ionizing radiation, after discharge from nuclear reactors, which are performed in specialized facilities located away from commercial nuclear power plants, generally referred to in the industry as "hot cells." Nuclear waste, as used in this clause, means any radioactive waste material subject to regulation by the Nuclear Regulatory Commission or the Department of Energy, or in the case of foreign offers, by comparable foreign organizations.

United States company, as used in this clause, means a company which offers to perform nuclear hot cell services at a facility subject to the laws and regulations of the United States, its agencies, and its political subdivisions.

- (b) In *selecting* a competitive offer for a first-tier subcontract acquisition of nuclear hot cell services, the Contractor shall -
- (1) Consider neither costs related to the decommissioning of nuclear waste facilities nor costs related to the storage and disposal of nuclear waste; or
 - (2) Add these costs to offers of foreign companies, if —
 - (i) One or more of the offers is submitted by a United States company and includes costs related to the decommissioning of nuclear facilities and costs related to the storage and disposal of nuclear waste because it is subject to such cost; and
 - (ii) One or more of the offers is submitted by a foreign company and does not include these types of costs. (A foreign company might not be subject to such costs or might not have to include these types of cost in its offer if the firm is subsidized in decommissioning activity or storage and disposal of nuclear waste, or a foreign government is performing the activities below the actual cost of the activity.)
- (c) *Upon* determining that no offer from a foreign firm has a reasonable chance of being selected for award, the requirements of this clause will not apply.

I.175 DEAR 952.225-71 Compliance with Export Control Laws and Regulations (Nov 2015)

- (a) The Contractor shall comply with all applicable export control laws and regulations.
- (b) The Contractor's responsibility to comply with all applicable export control laws and regulations exists independent of, and is not established or limited by, the information provided by this clause.
- (c) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive Orders, and regulations, including but not limited to:
 - (1) The Atomic Energy Act of 1954 (42 U.S.C. 2011 *et seq.*), as amended;

- (2) The Arms Export Control Act (22 U.S.C. 2751 *et seq.*);
 - (3) The Export Administration Act of 1979 (50 U.S.C. app. 2401 *et seq.*), as continued under the International Emergency Economic Powers Act (Title II of Pub. L. 95-223, 91 Stat. 1626, October 28, 1977; 50 U.S.C. 1701 *et seq.*);
 - (4) Trading with the Enemy Act (50 U.S.C. App. 5(b), as amended by the Foreign Assistance Act of 1961);
 - (5) Assistance to Foreign Atomic Energy Activities (10 CFR part 810);
 - (6) Export and Import of Nuclear Equipment and Material (10 CFR part 110);
 - (7) International Traffic in Arms Regulations (ITAR) (22 CFR parts 120 through 130);
 - (8) Export Administration Regulations (EAR) (15 CFR Parts 730 through 774); and
 - (9) The regulations administered by the Office of Foreign Assets Control of the Department of the Treasury (31 CFR parts 500 through 598).
- (d) In addition to the Federal laws and regulations cited above, National Security Decision Directive (NSDD) 189, National Policy on the Transfer of Scientific, Technical, and Engineering Information, establishes a national policy that, to the maximum extent possible, the products of fundamental research shall remain unrestricted. NSDD 189 provides that no restrictions may be placed upon the conduct or reporting of federally funded fundamental research that has not received national security classification, except as provided in applicable U.S. statutes. As a result, contracts confined to the performance of unclassified fundamental research generally do not involve any export-controlled activities. NSDD 189 does not take precedence over statutes.
- NSDD 189 does not exempt any research from statutes that apply to export controls such as the *Atomic Energy Act*, as amended; the *Arms Export Control Act*; the *Export Administration Act of 1979*, as amended; or the U.S. International Emergency Economic Powers Act, or regulations that implement parts of those statutes (e.g., the ITAR, the EAR, 10 CFR part 110 and 10 CFR part 810). Thus, if items (e.g., commodities, software or technologies) that are controlled by U.S. export control laws or regulations are used to conduct research or are generated as part of the research efforts, export control laws and regulations apply to the controlled items.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all solicitations and subcontracts.

I.176 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 DOE 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 DOE 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.

[62 FR 34862, June 27, 1997, as amended at 75 FR 69014, Nov 10, 2010]

I.177 DEAR 952.227-9 Refund of Royalties (Apr 1984)

- (a) The contract price includes certain amounts for royalties payable by the Contractor or subcontractors or both, which amounts have been reported to the Contracting Officer.
- (b) 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 in connection with performing this contract or any subcontract here-under. The term also includes any costs or charges associated with the access to, use of, or other right pertaining to data that is represented to be proprietary and is related to the performance of this contract or the copying of such data or data that is copyrighted.
- (c) The Contractor shall furnish to the Contracting Officer, before final payment under this contract, a statement of royalties paid or required to be paid in connection with performing this contract and subcontracts hereunder together with the reasons.
- (d) The Contractor will be compensated for royalties reported under paragraph (c) of this clause, only to the extent that such royalties were included in the contract price and are determined by the Contracting Officer to be properly chargeable to the Government and allocable to the contract. To the extent that any royalties that are included in the contract price are not, in fact, paid by the Contractor or are determined by the Contracting Officer not to be properly chargeable to the government and allocable to the contract, the contract price shall be reduced. Repayment or credit to the Government shall be made as the Contracting Officer directs. The approval by DOE of any individual payments or royalties shall not prevent the Government from contesting at any time the enforceability, validity, scope of, or title to, any patent or the proprietary nature of data pursuant to which a royalty or other payment is to be or has been made.
- (e) 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 the royalties included in the final contract price as adjusted pursuant to paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer of that fact and shall reimburse the Government in a corresponding amount.
- (f) The substance of this clause, including this paragraph (f), shall be included in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

I.178 DEAR 952.227-11 Patent Rights—Retention by the Contractor (Short Form) (Mar 1995)

- (a) *Definitions.*
 - (1) *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.*).

- (2) *Made* when used in relation to any invention means the conception of first actual reduction to practice of such invention.
 - (3) *Nonprofit organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
 - (4) *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.
 - (5) *Small business firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
 - (6) *Subject invention* means any invention of the contractor conceived or first actually reduced to practice in the performance of work 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)) must also occur during the period of contract performance.
 - (7) *Agency licensing regulations and agency regulations concerning the licensing of Government-owned inventions* mean the Department of Energy patent licensing regulations at 10 CFR Part 781.
- (b) *Allocation of principal rights.* The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- (c) *Invention disclosure, election of title, and filing of patent application by Contractor.*
- (1) The *Contractor* will disclose each subject invention to the Department of Energy (DOE) within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to DOE shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the DOE, the Contractor will promptly notify that agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

- (2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying DOE within 2 years of disclosure to DOE. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election for the title may be shortened by DOE to a date that is no more than 60 days prior to the end of the statutory period.
 - (3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in addition countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
 - (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (c) (1), (2), and (3) of this clause may, at the discretion of the agency, be granted.
- (d) *Conditions when the Government may obtain title.* The Contractor will convey to the Federal agency, upon written request, title to any subject invention -
- (1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that DOE may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.
 - (2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.
 - (3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) *Minimum rights to Contractor and protection of the Contractor right to file.*
- (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary 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. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.
 - (2) The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign

country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

- (3) Before revocation or modification of the license, DOE will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations concerning the licensing of Government owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor action to protect the Government's interest.*

- (1) The Contractor agrees to execute or to have executed and promptly deliver to DOE all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and
 - (ii) convey title to DOE when requested under paragraph (d) of this clause and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) 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.
- (3) The Contractor will notify DOE of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
- (4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by the United States Department of Energy. The Government has certain rights in the invention."

(g) *Subcontracts.*

- (1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of

the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- (2) The contractor shall include in all other subcontracts, regardless of tier, for experimental, developmental, demonstration, or research work the patent rights clause at 952.227-13.
 - (3) In the case of subcontracts, at any tier, DOE, 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 the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.
- (h) *Reporting on utilization of subject inventions.* The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received, by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by that agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
- (i) *Preference for United States industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- (j) *March-in rights.* The Contractor agrees that, with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and, if the Contractor, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that—
- (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
 - (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;
 - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) *Special provisions for contracts with nonprofit organizations.* If the Contractor is a nonprofit organization, it agrees that
- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;
 - (2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when DOE deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
 - (3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and
 - (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when that Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).
- (l) Communications.
- (1) The contractor shall direct any notification, disclosure, or request to DOE provided for in this clause to the DOE patent counsel assisting the DOE contracting activity, with a copy of the communication to the Contracting Officer.
 - (2) Each exercise of discretion or decision provided for in this clause, except subparagraph (k)(4), is reserved for the DOE Patent Counsel and is not a claim or dispute and is not subject to the *Contract Disputes Act of 1978*.
 - (3) Upon request of the DOE Patent Counsel or the contracting officer, the contractor shall provide any or all of the following:
 - (i) A copy of the patent application, filing date, serial number and title, patent number, and issue date for any subject invention in any country in which the contractor has applied for a patent;

- (ii) A report, not more often than annually, summarizing all subject inventions which were disclosed to DOE individually during the reporting period specified; or
- (iii) A report, prior to closeout of the contract, listing all subject inventions or stating that there were none.

I.179 DEAR 952.227-82 Rights to Proposal Data (Apr 1994)

Except for technical data contained on pages (cost data in Volume III) of the contractor's proposal dated April 23, 2019 which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

I.180 DEAR 952.231-71 Insurance—Litigation and Claims (Jul 2013)

- (a) The contractor must comply with 10 CFR part 719, contractor Legal Management Requirements, if applicable.
- (b)
 - (1) Except as provided in paragraph (b)(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 in accordance with FAR 28.308; 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.
- (c) 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.
- (d) Except as provided in paragraph (f) 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 without regard to the limitation of cost or limitation of funds clause of this contract.

(e) The Government's liability under paragraph (d) 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.

(f)

(1) Notwithstanding any other provision of this contract, the contractor shall not be reimbursed for liabilities to third parties, including contractor employees, and directly associated costs which may include but are not limited to litigation costs, counsel fees, judgment and settlements—

(i) Which are otherwise unallowable by law or the provisions of this contract, including the cost reimbursement limitations contained in 48 CFR part 970.31, as supplemented by 48 CFR part 931;

(ii) 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; or

(iii) Which were caused by contractor managerial personnel's-

(A) Willful misconduct

(B) Lack of good faith

(C) 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.

(2) The term “contractor's managerial personnel” is defined in the Property clause in this contract.

(g)

(1) All litigation costs, including counsel fees, judgments and settlements shall be segregated and accounted for by the contractor separately. 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 (f) of this clause is not allowable.

(h) 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 non-reimbursable costs incurred in connection with contract performance.

I.181 DEAR 952.242-70 Technical Direction (Dec 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term “technical direction” is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual Statement of Work.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the DOE.
- (b) The Contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
- (1) Constitutes an assignment of additional work outside the PWS.
 - (2) Constitutes a change as defined in the contract clause entitled "Changes".
 - (3) Changes contract cost, the fee (if any), or the time required for contract performance.
 - (4) Changes any of the expressed terms, conditions or specifications of the contract.
 - (5) Interferes with the Contractor's right to perform to the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:
- (1) 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 effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the DOE will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect the technical direction will be subject to the provisions of the clause in Section I, 52.233-1 "Disputes."

I.182 DEAR 952.245-5 Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (Aug 2016)

Modify FAR 52.245-1 by adding "and DOE Acquisition Regulation Subpart 945.5" after the reference to FAR Subpart 45.5 in paragraphs (e)(1) and (e)(2) of the clause.

I.183 DEAR 952.247-70 Foreign Travel (Jun 2010)

Contractor foreign travel shall be conducted pursuant to the requirements contained in Department of Energy (DOE) Order 551.1C, Official Foreign Travel, or its successor in effect at the time of award.

I.184 DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (Aug 2016)

- (a) *Authority.* This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. 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 such 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 \$500 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 or 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 three 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 therefor 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 and 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 Accounts, records, and inspection, 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 subcontract 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.185 DEAR 952.251-70 Contractor Employee Travel Discounts (Aug 2009)

- (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 Surface Deployment and Distribution Command (SDDC) 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 General Services Administration (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.186 DEAR 970.5204-3 Access to and Ownership of Records (Oct 2014) Deviation

- (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, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 CFR, Chapter XII, Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- (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, excluding records operated and maintained in DOE Privacy Act systems of records].
- (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 nonemployee patient medical/health-related records, excluding records operated and maintained by the Contractor in Privacy Act system of records. Employee-related systems of record may include, but are not limited to: Employee Relations Records (DOE-3), Personnel Records of Former Contractor Employees (DOE-5), Payroll and Leave Records (DOE-13), Report of Compensation (DOE-14), Personnel Medical Records (DOE-33), Employee Assistance Program (EAP) Records (DOE-34) and Personnel Radiation Exposure Records (DOE-35).
 - (2) Confidential contractor financial information, internal corporate governance records 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 are described as the property of the Government.
 - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges.
 - (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.* Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, 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. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (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 CO 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.* This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) *Records maintenance and retention.* Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 CFR Chapter XII, Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
 - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement

processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

- (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

I.187 DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug 2009) Alternate II (Aug 2009)

(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 percent nor greater than 100 percent 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 percent nor greater than 25 percent for a second degree performance failure, and up to 10 percent 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 225.1B, or successor version).
 - (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 exceedance 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 225.1B, or successor version).
 - (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 232.1-2 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.

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- (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 percent of the total available fee amount. Such 25 percent 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.
- (1) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.
 - (2) 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 percent of the total available fee amount. Such 25 percent shall include base fee, if any.

I.188 DEAR 970.5217-1 Strategic Partnership Projects Program (Non-DOE Funded Work) (Apr 2015)

- (a) Authority to perform Strategic Partnership Projects. Pursuant to the Economy Act of 1932, as amended (31 U.S.C. 1535), and the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.) or other applicable authority, the Contractor may perform work for non-DOE entities (sponsors) on a fully reimbursable basis in accordance with this clause.

- (b) Contractor's implementation. The Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this clause, which must be submitted to the Contracting Officer for review and approval.
- (c) Conditions of participation in Strategic Partnership Projects' program. The Contractor:
 - (1) Must not perform Strategic Partnership Projects activities that would place it in direct competition with the domestic private sector;
 - (2) Must not respond to a request for proposals or any other solicitation from another Federal agency or non-Federal organization that involves direct comparative competition, either as an offeror, team member, or subcontractor to an offeror; however, the Contractor may, following notification to the Contracting Officer, respond to Broad Agency Announcements, Financial Assistance solicitations, and similar solicitations from another Federal Agency or non-Federal organizations when the selection is based on merit or peer review, the work involves basic or applied research to further advance scientific knowledge or understanding, and a response does not result in direct, comparative competition;
 - (3) Must not commence work on any Strategic Partnership Projects activity until a Strategic Partnership Projects proposal package has been approved by the DOE Contracting Officer or designated representative;
 - (4) Must not incur project costs until receipt of DOE notification that a budgetary resource is available for the project, except as provided in 48 CFR 970.5232-6;
 - (5) Must ensure that all costs associated with the performance of the work, including specifically all DOE direct costs and applicable surcharges, are included in any Strategic Partnership Projects proposal;
 - (6) Must maintain records for the accumulation of costs and the billing of such work to ensure that DOE's appropriated funds are not used in support of Strategic Partnership Projects activities and to provide an accounting of the expenditures to DOE and the sponsor upon request;
 - (7) Must perform all Strategic Partnership Projects in accordance with the standards, policies, and procedures that apply to performance under this contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;
 - (8) May subcontract portion(s) of a Work for Others project; however, the Contractor must select the subcontractor and the work to be subcontracted. Any subcontracted work must be in direct support of the DOE Contractor's performance as defined in the DOE approved Strategic Partnership Projects proposal package; and
 - (9) Must maintain a summary listing of project information for each active Strategic Partnership Projects project, consisting of:
 - (i) Sponsoring agency;
 - (ii) Total estimated costs;
 - (iii) Project title and description;
 - (iv) Project point of contact; and,

- (v) Estimated start and completion dates.
- (d) Negotiation and execution of Strategic Partnership Projects agreement.
 - (1) When delegated authority by the Contracting Officer, the Contractor may negotiate the terms and conditions that will govern the performance of a specific Strategic Partnership Projects project. Such terms and conditions must be consistent with the terms, conditions, and requirements of the Contractor's contract with DOE. The Contractor may use DOE-approved contract terms and conditions as delineated in DOE Manual 481.1-1A or terms and conditions previously approved by the responsible Contracting Officer or authorized designee for agreements with non-Federal entities. The Contractor must not hold itself out as representing DOE when negotiating the proposed Strategic Partnership Projects agreement.
 - (2) The Contractor must submit all Strategic Partnership Projects agreements to the DOE Contracting Officer for DOE review and approval. The Contractor may not execute any proposed agreement until it has received notice of DOE approval.
- (e) Preparation of project proposals. When the Contractor proposes to perform Strategic Partnership Projects activities pursuant to this clause, it may assist the project sponsor in the preparation of project proposal packages including the preparation of cost estimates.
- (f) Strategic Partnership Projects appraisals. DOE may conduct periodic appraisals of the Contractor's compliance with its Strategic Partnership Projects Program policies, practices and procedures. The Contractor must provide facilities and other support in conjunction with such appraisals as directed by the Contracting Officer or authorized designee.
- (g) Annual Strategic Partnership Projects report. The Contractor must provide assistance as required by the Contracting Officer or authorized designee in the preparation of a DOE Annual Summary Report of Strategic Partnership Projects Activities under the contract.

I.189 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.
 - (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 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.
 - (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 DOE 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 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. 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 (f) of this clause. Depending on the complexity and hazards associated with the work, the Contractor may choose not to require the subcontractor to submit a Safety Management System for the Contractor's review and approval.

I.190 DEAR 970.5227-1 Rights in Data—Facilities (Dec 2000)

(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 Strategic Partnership Projects 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. _____ 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 for information or use (except for manufacture) 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.191 DEAR 970.5232-6 Strategic Partnership Project Funding Authorization (Apr 2015)

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 Strategic Partnership Projects applicable to this contract.

(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.191 DEAR 970.5232-6 Strategic Partnership Project Funding Authorization
(Apr 2015)**

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 Strategic Partnership Projects applicable to this contract.

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

SECTION J - LIST OF ATTACHMENTS

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Contents

DOE-J-2001 List of Attachments (Oct 2015)

The following attachments constitute part of this contract:

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J-3	Hanford Site Services and Interface Requirements Matrix		132
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ATTACHMENT J-1

ACRONYM LIST

Note: There is a separate acronym list for Section J, Attachment J-3.b entitled, *Hanford Site Services and Interface Requirements Matrix*, located at the bottom of this list.

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J-1. Acronym List

ACO	Administrative Contracting Office
ADA	Americans with Disabilities Act
ADP	Automatic Data Processing
ADR	Alternative Dispute Resolution
AFB	Award Fee Board
AIA	Administrative Interface Agreement
AIHA	American Industrial Hygiene Association
ALARA	As Low As Reasonably Achievable
ANS	American Nuclear Society
ANSI	American National Standards Institute
B&O	Business & Occupation
BenVal	Benefits Value
BMS	Business Management System
BOE	Basis of Estimate
CAGE	Commercial and Government Entity
CAS	Contractor Assurance System
CBA	Collective Bargaining Agreement
CBDPP	Chronic Beryllium Disease Prevention Program
CERCLA	<i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980</i>
CFR	Code of Federal Regulations
CIB	Contractor Interface Board
CIO	Chief Information Officer
CIP	Compensation Increase Plan
CLIN	Contract Line Item Number
CLUP	Comprehensive Land-Use Plan
CMMS	Computerized Maintenance Management System
CMPP	company-wide maintenance program plan
CO	Contracting Officer
COCS	Common Occupational Classification System
CONOPS	Conduct of Operations
COR	Contracting Officer Representative
COTS	commercial-off-the-shelf
CPAF	Cost-Plus-Award-Fee
CPARS	Contractor Performance Assessment Reporting System
CPB	Contract Performance Baseline

J-1. Acronym List

CPCC	Central Plateau Cleanup Contract
CPIC	Capital Planning Investment Control
CR	Cost Reimbursable
CRADA	Cooperative Research and Development Agreement
CRD	Contractor Requirements Document
CSP	Criticality Safety Program
DA	Design Authority
DB	Defined Benefit
DBT	Design Basis Threat
DEAR	Department of Energy Acquisition Regulation
DFLAW	Direct-Feed Low Activity Waste
DNFSB	Defense Nuclear Facilities Safety Board
DoD	Department of Defense
DOE	U.S. Department of Energy
DOECAP	DOE Consolidated Audit Program
DOE-HQ	U.S. Department of Energy Headquarters
DPHL	Direct Productive Labor Hours
DRD	DOE Requirements Document
DSA	Documented Safety Analysis
DUNS	Data Universal Numbering System
EAP	Employee Assistance Program
EAR	<i>Export Administration Act of 1979</i>
EEOICPA	Energy Employees Occupational Illness Compensation Program Act
EIA	Electronic Industries Alliance
EIT	Electronic and Information Technology
EJTA	Employee Job Task Analysis
EM	Environmental Management
EMCBC	Environmental Management Consolidated Business Center
EM-HCA	Environmental Management – Head of Contracting Activity
EMS	Environmental Management System
EO	Executive Order
EOC	Emergency Operations Center
EP	Emergency Preparedness
EPA	U.S. Environmental Protection Agency
EPRI	Electrical Power Research Institute

J-1. Acronym List

ERA	Environmental Resources Associates
ERISA	Employee Retirement Income Security Act
ES&H	environment, safety and health
ESCO	Energy Service Companies
ESH&Q	Environmental, Safety, Health, and Quality
ESS	Electronic Submission System
EVMS	Earned Value Management System
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FDO	Fee Determining Official
FICA	Federal Insurance Contributions Act
FIMS	Facility Information Management System
FNVA	Foreign National Visits and Assignment
FOCI	Foreign Ownership, Control or Influence
FPP	Fire Protection Program
FR	Facility Representative
FRPP	Federal Real Property Profile
FTE	full-time equivalent
FTMS	Foreign Travel Management System
FUTA	Federal Unemployment Tax Act
FY	Fiscal Year
FYSP	Five Year Site Plan
G&A	General and Administrative
GAGAS	Generally Accepted Government Auditing Standards
GAO	Government Accountability Office
GC/MS	Gas Chromatograph/Mass Spectrometer
GFC	Government-Furnished Cost
GFS/I	Government-Furnished Services and Information
GFP	Government-Furnished Property
GPO	U.S. Government Printing Office
GSA	Government Services Administration
HAMMER	Volpentest Hazardous Materials Management and Emergency Response Federal Training Center
HAMTC	Hanford Atomic Metal Trades Council
HASQARD	Hanford Analytical Services Quality Assurance Requirements Document
HCA	Head of Contracting Activity

J-1. Acronym List

HCRD	Historical Cost Reference Data
HEWT	Hanford Employee Welfare Trust Medical Benefits
HFD	Hanford Fire Department
HFM	Hanford Fire Marshal
HGU	Hanford (Site) Guards Union
HHE	Human Health and the Environment
HLAN	Hanford Local Area Network
HMESC	Hanford Mission Essential Services Contract
HSPD	Homeland Security Presidential Directive
HSPP	Hanford Site Pension Plan
HSRCF	Hanford Site Radiological Control Forum
HSSP	Hanford Site Savings Plan
HSSA	Hanford Site Stabilization Agreement
HVAC	heating, ventilation, and air conditioning
IBR	Integrated Baseline Review
ICAM	Identity, Credential, and Access Management
ICD	Interface Control Document
ICP	Inductively Coupled Plasma
ICS	Industrial Control Systems
ICT	Information and Communication Technology
IDMS	Integrated Document Management System
IEEE	Institute of Electrical and Electronic Engineers
IFMS	Interagency Fleet Management System
IH	Industrial Hygiene
IM	Information Management
IR/CM	Information Resources/Content Management
IRC	Internal Revenue Code
IRS	Internal Revenue Service
ISAP	Infrastructure and Services Alignment Plan
ISMS	Integrated Safety Management System
ISWSS	Integrated & Site Wide Safety Systems
IT	Information Technology
IT&M	inspection, testing, and maintenance
ITAR	International Traffic in Arms Regulations
L&I	Labor and Industries

J-1. Acronym List

LBL	Low-Activity Waste Facility, Balance of Facilities, and Analytical Laboratory
LEED	Leadership in Energy and Environmental Design
LIMS	Laboratory Information Management System
LLC	Limited Liability Company
LSB	Labor Standards Board
M&IE	meals and incidental expenses
MBA	Material Balance Area
MC&A	Material Control and Accountability
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MSC	Mission Support Contract
NAICS	North American Industry Classification System
NARA	National Archives and Records Administration
NASA	National Aeronautics and Space Administration
NICET	National Institute for Certification in Engineering Technologies
NMMP	Nuclear Maintenance Management Program
NNSA	National Nuclear Security Administration
NOAV	Notice of Alleged Violation
NOP	Notice of Penalty
NOV	Notice of Violation
NRC	U.S. Nuclear Regulatory Commission
NSDD	National Security Decision Directive
NTP	notice to proceed
OBS	organizational breakdown structure
OccMed	Occupational Medical Services contractor
OCI	organizational conflict of interest
OHC	Other Hanford Contractors
OIG	Office of Inspector General
OMB	Office of Management and Budget
OPSEC	Operations Security
OOU	Official Use Only
PAO	Privacy Act Officer
PBI	Performance-Based Incentive
PBS	Project Baseline Summary

J-1. Acronym List

PCO	Procuring Contracting Officer
PCSD	Project Controls System Description
PDF	portable document format
PDSA	Preliminary Documented Safety Analysis
PECN	Performance Expectation Completion Notice
PEMP	Performance Evaluation and Measurement Plan
PEP	Project Execution Plan
PFWR	Plant Force Work Review
PM	Performance Monitor
PMB	Performance Measurement Baseline
PMP	Pension Management Plan
PNNL	Pacific Northwest National Laboratory
PNOV	Preliminary Notice of Violation
POMC	Performance Objectives, Measures and Commitments
POP	Period of Performance
POSP	Parent Organization Support Plan
PPA	Pension Protection Act
PPE	Personal Protective Equipment
PPIRS	Past Performance Information Retrieval System
PPM	parts per million
PRB	Post-Retirement Benefits
PST	Pacific Standard Time
PTO	paid time off
PWS	performance work statement
QA	quality assurance
QAIP	Quality Assurance Implementation Plan
QAP	Quality Assurance Program
RAP	Radiological Assistance Program
RCRA	<i>Resource Conservation and Recovery Act of 1976</i>
RCW	Revised Code of Washington
REDOX	202-S Reduction-Oxidation Plant
REPSHIP	Report of Shipment
RFP	Request for Proposal
RL	U.S. Department of Energy, Richland Operations Office
ROD	Record of Decision

J-1. Acronym List

RPP	Radiation Protection Program
RSS	Radiological Site Services
SAA	Satellite Accumulation Area
SAM	System for Award Management
SAP	Special Access Program
SAS	Safeguards and Security
SBA	Small Business Administration
SCA	Service Contract Act
SCADA	Supervisory Control and Data Acquisition
SCI	sensitive compartmented information
SCLS	Service Contract Labor Standards
SCSP	Safety Culture Sustainment Plan
SDD	Service Delivery Documents
SDDC	Surface Deployment and Distribution Command
SEB	Source Evaluation Board
SECON	Security Conditions
SF	Standard Form
SLA	Service Level Agreement
SLAN	222-S Local Area Network
SME	subject matter expert
SNM	Special Nuclear Material
SOR	System of Records
SPD	Summary Plan Description
SSA	Source Selection Authority
SSC	structures, systems, and components
SUTA	State Unemployment Tax Act
TBD	to be determined
TEDF	Treated Effluent Disposal Facility
TERS	Tip-enhanced Raman Spectrometer
TPA	<i>Hanford Federal Facility Agreement and Consent Order</i> (Tri-Party Agreement)
TRU	transuranic
TSD	Hanford Sitewide Transportation Safety Document (DOE/RL-2001-36)
TSDf	treatment, storage, and disposal facilities
TSR	Technical Safety Requirements
UBS	Usage-Based Service

J-1. Acronym List

UCNI	Unclassified Controlled Nuclear Information
USC	United States Code
VIPERS	Vendor Inquiry Payment Electronic Reporting System
WAC	Washington Administrative Code
WAI	Wastren Advantage, Inc.
WARN	Worker Adjustment and Retraining Notification
WBS	Work Breakdown Structure
WF	workforce
WP&C	work planning and control
WRPS	Washington River Protection Solutions
WSAP	Workplace Substance Abuse Program
WS&H	worker safety and health
WSHP	Worker Safety and Health Program
WTP	Waste Treatment and Immobilization Plant

J-3.b Acronym List

AAS	Automated Accrual System
ADLS	Automated Distribution List System
AEA	Atomic Energy Act of 1954
AHJ	Authority Having Jurisdiction
AOP	Air Operating Permit
AR	Administrative Record
ASER	Annual Site Environmental Report
ATO	Authorization to Operate
BMS	Business Management System
CAD	Computer Aided Design
CAP	Corrective Action Plan
CCP	Central Characterization Program
CCRC	Centralized Consolidated/Recycling Center
CH/RH	Contact Handled/Remote Handled
CH/RH-MLLW	Contact Handled/Remote Handled Mixed Low Level Waste
CIB	Contractor Interface Board
CIV	Commercial Identity Verification
CLTR	Contracted Labor Time Recording
CUI	Controlled Use Information
DOH	State of Washington Department of Health
DOT	U.S. Department of Transportation
DS1	Digital Services One
EA	Enterprise Architecture
EP	Emergency Preparedness
ETF	Effluent Treatment Facility
FYSP	Five Year Site Plan
HEWT	Hanford Employee Welfare Trust
HISI	Hanford Information System Inventory
HRIP	Hanford Radiological Instrumentation Program
HRIS	Hanford Resources Information System
HRP	Human Reliability Program

J-3.b Acronym List

HRRP	Hanford Radiological Records Program
HSPD	Homeland Security Presidential Directive
HSPP	Hanford Site Pension Plan
HSRAM	Hanford Structure Responsibility Assignment Matrix
HSSP	Hanford Site Savings Plan
HVAC	Heating, Ventilation, and Air Conditioning
HWIS	Hanford Well Information System
HWSRAM	Hanford Waste Site Responsibility Assignment Matrix
ICS	Industrial Control Systems
IHLW	Immobilized High Level Waste
IMP	Interface Management Plan
JIC	Joint Information Center
JSC	Janitorial Services Contractor
LERF	Liquid Effluent Retention Facility
LLW	Low Level Waste
LSC	Laundry Services Contractor
MCAP	Material Control and Accountability Plan
MLLW	Mixed Low Level Waste
N/A	Not Applicable
NESHAP	National Emission Standards for Hazardous Air Pollutants
NHPA	National Historic Preservation Act of 1966
O&M	Operations and Maintenance
OTM	Overtime Management System
PAPR	Powered Air Purifying Respirator
POC	Point of Contact
PPM	Parts Per Million
PRI	Primary Rate Interface
PSSC	Personnel Security Services Contractor
RCRA	Resource Conservation and Recovery Act of 1976
RFAR	Radio Fire Alarm Reporting
ROD	Record of Decision

J-3.b Acronym List

RTR	Real Time Radiography
SALDS	State Approved Land Disposal Site
SCADA	Supervisory Control and Data Acquisition
SDD	Service Delivery Documents
SDT	Sample Data Tracking
SECON	Security Conditions
SLAN	222-S Local Area Network
SWIFT	Solid Waste Integration Forecast Technical Database
TBD	To Be Determined
TSCM	Technical Surveillance Countermeasures
TTP	Transition and Turnover Package
UCNI	Unclassified Controlled Nuclear Information
USFWS	U.S. Fish and Wildlife Service
VoIP	Voice Over Internet Protocol
WIPP	Waste Isolation Pilot Plant

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ATTACHMENT J-2

REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS

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The following lists are provided in accordance with the Section H Clause H.67, *Laws, Regulations, and DOE Directives*.

J.1 List A. Applicable Federal, State, and Local Regulations

The Federal, state, and local regulations found in the Contract constitute List A. *Applicable Federal, State, and Local Regulations*, referenced in the Section H Clause H.67, *Laws, Regulations, and DOE Directives*. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation.

J.2 List B. Applicable DOE Directives

The following directives can be accessed in full text at <https://www.directives.doe.gov/>.

Table J-2.1. DOE Directives, Regulations, Policies, and Standards

Document Number	Title
DOE O 140.1	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.3A Chg 1 (Min Chg)	Unclassified Foreign Visits and Assignments Program
DOE O 150.1A	Continuity Programs
DOE O 151.1D	Comprehensive Emergency Management System, as modified by DOE/RL-94-02, Rev. 6
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1A Chg 1 (Min Chg)	Information Technology Management
DOE O 205.1B Chg 3 (Pg Chg)	Department of Energy Cyber Security Program
DOE P 205.1*	Departmental Cyber Security Management Policy
DOE O 206.1 Chg1 (Min Chg)	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1B	Reporting Fraud, Waste and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of Department of Energy Oversight Policy
DOE P 226.2*	Policy for Federal Oversight and Contractor Assurance Systems
DOE O 227.1A	Independent Oversight Program
DOE O 231.1B Admin Chg 1	Environment, Safety and Health Reporting

Table J-2.1. DOE Directives, Regulations, Policies, and Standards

Document Number	Title
DOE O 232.2A	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B Chg 1 (Admin Chg)	Scientific and Technical Information Management
DOE O 243.1B Chg 1 (Admin Chg)	Records Management Program
DOE O 350.1 Chg 6 (Min Chg)	Contractor Human Resource Management Programs
DOE O 411.2	Scientific Integrity
DOE P 411.2A*	DOE Scientific Integrity Policy
DOE O 413.1B	Internal Control Program
DOE O 414.1D Chg 1 (Admin Chg)	Quality Assurance
DOE O 420.1C Chg 2 (Min Chg)	Facility Safety
DOE P 420.1*	Department of Energy Nuclear Safety Policy
DOE O 422.1 Chg 2 (Admin Chg)	Conduct of Operations
DOE O 425.1D Chg 1 (Admin Chg)	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2 Chg 1 (Admin Chg)	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 433.1B Chg 1 (Admin Chg)	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 Chg 1 (Pg Chg)	Radioactive Waste Management
DOE N 435.1	<u>Contact-Handled and Remote-Handled Transuranic Waste Packaging</u>
DOE M 435.1-1 Chg 2 (Admin Chg)	Radioactive Waste Management Manual
DOE O 436.1	Departmental Sustainability
DOE M 441.1-1 Chg 1 (Admin Chg)	Nuclear Material Packaging
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 442.2 Chg 1 (Pg Chg)	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns
DOE P 450.4A* Chg 1 (Min Chg)	Integrated Safety Management Policy

Table J-2.1. DOE Directives, Regulations, Policies, and Standards

Document Number	Title
DOE O 458.1 Chg 3 (Admin Chg)	Radiation Protection of the Public and the Environment
DOE O 460.1D	Hazardous Materials Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
DOE O 470.4B Chg 2 (Min Chg)	Safeguards and Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3 Chg 1 (Admin Chg)	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 Chg 1 (Admin Chg)	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.6 Chg 2 (Admin Chg)	Information Security
DOE O 472.2 Chg 1 (Pg Chg)	Personnel Security
DOE O 473.3A Chg 1 (Min Chg)	Protection Program Operations
DOE O 474.2 Chg 4 (Pg Chg)	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE P 481.1*	DOE's Policy Regarding Laboratories, Plants and Sites Engaging in Strategic Partnership Projects with Other Federal Agencies, Independent Organizations, and the Private Sector
DOE O 484.1 Chg 2 (Admin Chg)	Reimbursable Work for the Department of Homeland Security
DOE O 534.1B	Accounting
DOE O 551.1D Chg 2 (Minor Revision)	Official Foreign Travel
*Policies provide DOE expectations for contractor programs and work practices.	

Table J-2.2. Implementing Documents

Document Number	Title
64 FR 61615 (November 1999)	Record of Decision: Hanford Comprehensive Land-Use Plan Environmental Impact Statement (HCP EIS), DOE/EIS-0222
73 FR 55824 (September 2008)	Amended Record of Decision for the Hanford Comprehensive Land-Use Plan Environmental Impact Statement, DOE/EIS-0222
78 FR 75913 (December 2013)	Record of Decision: Final Tank Closure and Waste Management Environmental Impact Statement for the Hanford Site, Richland, Washington, DOE/EIS-0391
00-05-006 RENEWAL 2, Rev B	Hanford Air Operating Permit
WA789008967 Rev 8C	Hanford Dangerous Waste Permit (RCRA)
No. 08-5085-FVS (Oct. 25, 2010)	Consent Decree
No: 2:08-CV-5085-RMP, Document 222 (March 11, 2016)	Amended Consent Decree Between Department of Energy and State of Washington
No: 2:08-CV-5085-RMP, Document 232 (April 12, 2016)	Second Amended Consent Decree Between Department of Energy and State of Washington
No: 2:08-CV-5085-RMP, Document 242 (Oct. 12, 2018)	Order Granting Joint Motion to Amend Consent Decree and Entering Third Amended Consent Decree Between Department of Energy and State of Washington
DOE/RL-2009-81, Rev 0	Central Plateau Cleanup Completion Strategy
ST-4502	Liquid Effluent Retention Facility Permit
89-10 Rev. 8	Hanford Federal Facility Agreement and Consent Order (TPA)
DOE/RL-94-02, Rev. 6	Hanford Emergency Management Plan
DOE/RL-2002-12 Rev. 1	Hanford Radiological Health and Safety Document
HNF-52336	Authority, Responsibilities, and Duties of the Hanford Fire Marshall (AKA Fire Marshall's Charter)
HNF-36174, Rev. 6	DOE Fire Protection Handbook – Hanford Chapter
Categorical Exclusion for the Facility Upgrades at 222-S Complex Conducted under the <i>American Recovery and Reinvestment Act</i> , Hanford Site, Richland, Washington	222-S Categorical Exclusion http://idmsweb.ri.gov/idms/livelink.exe/fetch/2000/18814/1081673/1081675/1340016/1340017/143774766/NA-CX - %5B0908180854%5D.pdf?nodeid=144399205&vernum=1 (signed August 18, 2009)
DRD #002	Real Property Asset Management

Table J-2.2. Implementing Documents

Document Number	Title
RRD 006	Contractor Support to RL Implementation of DOE Order 470.3A, Design Basis Threat Policy
RRD 009	Hanford Safeguards Implementation (Supplement to DOE O 474.2)
HSCSP, October 2017	Pacific Northwest Field Office (PNFO) Hanford Site Counterintelligence Support Plan

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ATTACHMENT J-3

**HANFORD SITE SERVICES AND INTERFACE
REQUIREMENTS MATRIX**

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ATTACHMENT J-3.A

**HANFORD SITE SERVICES AND INTERFACE
REQUIREMENTS MATRIX**

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ATTACHMENT J-3.B

**HANFORD SITE SERVICES AND INTERFACE
REQUIREMENTS MATRIX**

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Attachment J-3.b Matrix

Hanford Site Services and Interface Requirements Matrix

The services listed in the J-3, *Hanford Site Services and Interface Requirements Matrix* (hereinafter the *J-3 Matrix*) shall be performed in accordance with the Section H Clause entitled, *Hanford Site Services and Interface Requirements Matrix*, and Section C entitled, *Interface Management*.

The service provider shall provide services to Other Hanford Contractors (OHC) and/or other Hanford Site users as identified in the *J-3 Matrix* as either a Direct Funded or a Usage-Based Service (UBS). The purpose of the *J-3 Matrix* is to identify the Hanford Site services and interface requirements. The *J-3 Matrix* identifies the service provider and the associated general interface obligations by those receiving the service. The *J-3 Matrix* is not an all-inclusive listing of services that may be required or provided; however, services provided to another OHC and/or other Hanford Site users shall fall within the scope of the provider's contract.

Use of a service provider's provided/mandated services shall not negate the receiving contractor's responsibility to comply with applicable laws and regulations. If the receiving contractor believes that, the use of any of a service provider's provided/mandated services would potentially result in non-compliance, the receiving contractor is responsible to resolve area(s) of potential non-compliance with the service provider contractor through inter-contractor interface management. Potential non-compliance issues that cannot be resolved through the inter-contractor interface management shall be promptly communicated to DOE.

The following Matrix Cross Reference for Service Details provides a reference to the Hanford Mission Essential Services Contract (HMESC) Section C entitled, *Performance Work Statement (PWS)*, for OHCs to obtain service details.

Also, provided below is the definition of Direct-Funded Service and UBS, and a primary list of users/providers used in the *Matrix*.

Service No. (Click on Service Number to Link to the Table)	Service Title	Reference for HMESC Service Details
1	Hanford Site Integration	General Requirements
2	Infrastructure and Services Alignment Plan (ISAP)	General Requirements
3	Hanford Site Interface Management	C.1, C.4.12.6.1.3
4	Portfolio Analysis	C.4.12
5	Requirements Management	C.4.11.7.1
6	Contractor Assurance System (CAS)	C.4.12.6.2.8
7	Electrical Transmission, Distribution, & Energy Management	C.4.1.1
8	Water Systems	C.4.1.2
9	Sewer Systems	C.4.1.3
10	Sanitary Waste Management & Disposal	C.4.1.4
11	Roads and Ground	C.4.1.5
12	Railroad System	C.4.1.6
13	Motor Carrier Services	C.4.2.1
14	Fleet Services	C.4.2.2
15	Crane and Rigging	C.4.2.3
16	Protective Forces	C.4.3.1
17	Physical Security Systems (Nuclear Material, Special Nuclear Material, and Classified Matter)	C.4.3.2
18	Physical Security Systems (Government Property)	C.4.3.2
19	Physical Security – Badging	C.4.3.2
20	Information Security – Operations Security (OPSEC)	C.4.3.3
21	Information Security – Classified Matter Protection and Control (CMPC); Classification, Declassification, and Unclassified Controlled Nuclear Information (UCNI) Program	C.4.3.3
22	Information Security – Controlled Unclassified Information (CUI)	C.4.3.3
23	Personnel Security – Access Authorization (Security Clearance Processing Program)	C.4.3.4
24	Personnel Security – Human Reliability Program (HRP)	C.4.3.4
25	Personnel Security – Foreign National Visits and Assignments (FNVA)	C.4.3.4
26	Nuclear Material Controls and Accountability (MC&A)	C.4.3.5
27	Safeguards and Security (SAS) Program Management	C.4.3.6

<u>28</u>	Safeguards and Security (SAS) Awareness	C.4.3.6
<u>29</u>	Fire & Emergency Response Services	C.4.4.1
<u>30</u>	Respiratory Protection Inspection, Testing and Maintenance; and Fire System Inspection, Testing and Maintenance	C.4.4.1, C.4.8.2
<u>31</u>	Emergency Operations (Centralized Hanford Site Emergency Preparedness Program)	C.4.4.2
<u>32</u>	Emergency Operations (Event Reporting; and Emergency Operations Center Shift Office)	C.4.3.1, C.4.4.1, C.4.4.2
<u>33</u>	Radiological Assistance Program (RAP)	C.4.4.3
<u>34</u>	Site Training Services and HAMMER	C.4.5.1
<u>35</u>	Workplace Substance Abuse Programs (WSAP)	C.4.11.4
<u>36</u>	Hanford Site Pension Plan (HSPP) Hanford Site Savings Plan (HSSP) Hanford Employee Welfare Trust (HEWT)	C.2
<u>37</u>	NEPA Planning and Program Support	C.4.10.1
<u>38</u>	Environmental Compliance and Support Program	C.4.10.3
<u>39</u>	Environmental Monitoring	C.4.10.3
<u>40</u>	Ecological Monitoring and Compliance – Site Wide	C.4.10.3
<u>41</u>	Biological Controls	C.4.10.3
<u>42</u>	Resource Conservation and Recovery Act (RCRA) Permits and Compliance	C.4.10.4, C.4.10.5, C.4.10.6
<u>43</u>	Environmental Regulatory Management (Sitewide Environmental Management System [EMS] and Site Sustainability Program Plan)	C.4.10.4
<u>44</u>	Environmental Mitigation Strategy Planning and Implementation	C.4.10.5
<u>45</u>	Environmental Permits and Compliance	C.4.10.6
<u>46</u>	Site Safety Standards (Common Safety Processes)	C.4.7.9
<u>47</u>	Meteorological and Climatological Services	C.4.10.7.1
<u>48</u>	Seismic Monitoring Services	C.4.10.7.2
<u>49</u>	Radiological Site Services (RSS)	C.4.6.7.3, C.4.10.8
<u>50</u>	IT Strategic Planning, Governance, Enterprise Architecture, and Program Management	C.4.6.1
<u>51</u>	Business Management Systems	C.4.6.1.4
<u>52</u>	Geospatial Information Management	C.4.6.1.6
<u>53</u>	Cyber Security – Classified and Unclassified Cyber Security	C.4.6.2
<u>54</u>	Network Services	C.4.6.3, C.4.6.4, C.4.6.5

55	Radio Services	C.4.6.5.1
56	Pager Services	C.4.6.5.2
57	Telephone Services	C.4.6.5.3
58	Information Systems	C.4.6.6
59	Federal Records Inventory and Schedule Management	C.4.6.7.5
60	Major Collection Management	C.4.6.7.6
61	Long-Term Storage Records	C.4.6.7.7
62	Multi-Media Services	C.4.6.9
63	Site Forms Management	C.4.6.10
64	Personal Property Management Program	C.4.7.1, C.4.8.2
65	External Affairs	C.4.7.4
66	External Reviews	C.4.7.4.1
67	Courier Services	C.4.7.5
68	Mail Services	C.4.7.6
69	Reproduction Services	C.4.7.7
70	General Purpose Facility Planning and Management	C.4.8.4
71	Facility Services	C.4.8.2
72	Condition Assessment Surveys	C.4.8.2
73	Facility Information Management System (FIMS)	C.4.8.3
74	Locksmith Services	C.4.8.2
75	Land-Use Planning and Management	C.4.8.1, C.4.9.1
76	Borrow Pit Management	C.4.9.1
77	Hanford Structure Responsibility Assignment Matrix (HSRAM) and Hanford Waste Site Responsibility Assignment Matrix (HWSRAM)	C.4.6.1.6
78	Post Cleanup Surveillance and Maintenance	C.4.9.3
79	Cultural and Historical Resource Program	C.4.10.2
80	Procedures Management System	C.4.11.7.2
101	Hanford Site Natural Phenomena Hazards	C.4.10.7
Service No. (Click on Service Number to Link to the Table)	Service Title	Reference for CPCC Service Details
81	Low Level Waste (LLW) and Mixed Low Level Waste (MLLW) Treatment, Storage, and Disposal	TBD
82	Waste Disposal – Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)/Resource Conservation and Recovery Act (RCRA) Remediation Waste including Low Level	TBD

	Waste (LLW) and Contact-handled and Remote-handled (CH/RH) Mixed Low Level Waste (MLLW)	
<u>83</u>	Immobilized Low Activity Waste (ILAW) Disposal	TBD
<u>84</u>	Transuranic (TRU) and Transuranic Mixed (TRUM) Waste Packaging, Characterization, Certification, and Transportation	TBD
<u>85</u>	Groundwater/Vadose Zone Integration	TBD
<u>86</u>	Hanford Site Well Drilling and Decommissioning Planning	TBD
<u>87</u>	Hanford Sitewide Transportation Safety Document	TBD
<u>88</u>	Waste Forecast System – Solid Waste Information and Tracking System (SWITS) and Solid Waste Integration Forecast Technical Database (SWIFT)	TBD
<u>89</u>	Hanford Environmental Data Integration	TBD
Service No. (Click on Service Number to Link to the Table)	Service Title	Reference for TCC Service Details
<u>90</u>	Vent and Balance	TBD
<u>91</u>	Steam Services	TBD
<u>92</u>	200 Area Industrial and Radioactive Liquid Effluents Treatment and Disposal and Industrial Liquid Effluents Retention and Transfer	TBD
<u>93</u>	WTP Support	TBD
Service No. (Click on Service Number to Link to the Table)	Service Title	Reference for 222-S Laboratory Service Details
<u>94</u>	Integrated Analytical Planning	TBD
<u>95</u>	Highly Radioactive Sample Analytical Services	TBD
<u>96</u>	Sample Analytical Services	TBD
Service No. (Click on Service Number to Link to the Table)	Service Title	Reference for OccMed Service Details
<u>97</u>	Occupational Medical Services	Performance Work Statement
Service No. (Click on Service Number to Link to the Table)	Service Title	Reference for DOE Direct-Contracts Service Details
<u>98</u>	Personnel Security Services	Performance Work Statement
<u>99</u>	Laundry Services	Performance Work Statement
<u>100</u>	Janitorial Services	Performance Work Statement

Direct Funded Service and UBS

J-3.b Matrix Services	Definition of Services
Direct Funded Services	Mandatory services that may only be performed by the identified provider. These services include staff, equipment, and facilities necessary to provide the service and are directly funded by DOE within the annual budget constraints for those services. Services are provided at no cost to eligible Other Hanford Contractor (OHC) (users).
Usage-Based Services (UBS)	<p>Services that are self-consumed by the service provider themselves or charged to the Contractor requesting the service. This includes service requests that are above and beyond Direct Funded Services. Usage-Based Services are provided to OHCs on a cost recovery basis exclusive of fee. The elements of cost may include the following:</p> <ul style="list-style-type: none"> • Labor • Equipment • Material • Overtime • Program Allocation, including Government & Administrative Expenses

Direct Funded Services are provided based on the standard work hours of the receiving contractor as documented in the Governance Policy as discussed in Section C entitled, *Hanford Site Interface Management*.

Legend for Matrix – The legend for the primary matrix users/providers is as follows:

Legend For Matrix	
HMESC:	Hanford Mission Essential Services Contract – Provide essential services and infrastructure to the Hanford Site
CPCC:	Central Plateau Cleanup Contract – Safely operate nuclear facilities and conduct environmental remediation and waste management activities on the Hanford Site
TCC:	Tank Waste Cleanup Contract – Safely store high-level waste and provide tank waste feed and operate the Waste Treatment and Immobilization Plant (WTP) in the Direct Feed Low-Activity Waste configuration
WTP Construction:	Waste Treatment and Immobilization Plant Construction Contract – Design, construction and commissioning the WTP High-Level Waste and Pretreatment Facilities
OccMed:	Hanford Occupational Medical Services Contract – Provide comprehensive occupational medical services to workers on the Hanford Site
222-S Lab:	222-S Laboratory Contract – Management and operation of the 222-S Laboratory which performs analysis of highly radioactive samples, vadose media, soils, water, industrial hygiene monitoring etc.
Other Site Users:	Examples include Energy Savings Performance Contractor (ESPC), Pacific Northwest National Laboratory (PNNL) [activities located on the Hanford Site], Laundry Services

Legend For Matrix	
	Contractor (LSC), Janitorial Services Contractor (JSC), Personnel Security Services Contractor (PSSC), and the U.S. Department of Energy (DOE), etc.
OHC:	Other Hanford Contractor – General term used to collectively refer to the above users/providers
MAPR:	Manhattan Project National Historical Park (MAPR) – Includes B Reactor National Historical Landmark and other landmarks as described in Section J, Attachment J-14, <i>Manhattan Project National Historical Park</i> . MAPR is not included as a site user unless specifically noted. While the MAPR (and the MAPR Contractor) may receive some services, at DOE discretion, MAPR is separate from the cleanup mission and is not subject to Hanford Site requirements. For the purpose of this J-3 Matrix, MAPR is not considered an OHC.

Interface Types:

1. Information: Planning, knowledge (data, facts, etc.) gathered or supplied.
2. Physical: Systems in tangible contact (i.e., ‘pipe-to-pipe’), or a physical exchange of product or materials.
3. Service: Provision of work for another contractor.

Service Types:

1. Mandatory – services may only be performed by the identified provider.
2. Optional – services may optionally be performed by another provider with adherence to Labor Law requirements related to Collective Bargaining Agreements.

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Site Integration and Interface Management

Table J-3.b-1. Service Number 1, Hanford Site Integration

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
1	Hanford Site Integration	Information	Provide service and receive input	Provide input	Provide input	N/A	Provide input	Provide input	Provide input
Service Description									
The Hanford Mission Essential Services Contract (HMESc) provides the U.S. Department of Energy (DOE) with an unfiltered forward-looking forecast of emerging cross-cut issues that could affect Hanford Site Contractors, and shall identify longstanding or emerging cross-cut issues that affect efficient Hanford Site operations and provide recommendations for improvement. Additionally, HMESc shall facilitate a contractor leadership council, facilitate crosscutting inter-contract Site integration opportunities and lead/facilitate DOE directed integration initiatives. Examples of integration activities include opportunities for more efficient utilization of site resources such as business systems, training, etc., and cross-cutting issues such as traffic safety.									
Direct Funded Services									
Provide program administration and integration.									
Usage Based Services									
Service			Service Type			Clarifications			
(N/A)									

Table J-3.b-2. Service Number 2, Infrastructure and Services Alignment Plan

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
2	Infrastructure and Services Alignment Plan (ISAP)	Information	Provide Service and receive input	Provide input	Provide input	Provide input	Provide input	Provide input	Provide input (Includes MAPR)
Service Description									
<p>ISAP is the strategic plan for right sizing the infrastructure to support the future Hanford Site Mission. The Annual Forecast of Services and Infrastructure is a projection of needed utilities, services, and infrastructure from OHCs.</p> <ul style="list-style-type: none"> • DOE will evaluate contractor/user input prior to approval by DOE. • Each Hanford Site Contractor identified as a service provider shall update Service Delivery Documents (SDD) for provided Hanford Site services per the J-3.b Table. • Develop, maintain, and update an ISAP and the Annual Forecast of Services and Infrastructure, which includes the costs for services. Proposed changes in service providers shall include a justification and a plan forward. • Solicit input from OHCs for the ISAP and the Annual Forecast of Services and Infrastructure, including projection of need for services and proposed performance metrics/controlling agreements for the HMESC. • Develop and maintain master plans to analyze utilities, services, and infrastructure needs. • Provide program administration and updates. • Hanford Site Contractors bear internal implementation costs. 									
Direct Funded Services									
Provide program administration and integration.									
Usage Based Services									
			Service Type			Clarifications			
N/A									

Table J-3.b-3. Service Number 3, Hanford Site Interface Management

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
3	Hanford Site Interface Management	Information	Provide service and receive input	Provide input	Provide input	Provide input	Provide input	Provide input	Provide input
Service Description									
<p>HMESC maintains the Interface Governance Process and a repository for interface agreements that outline the inter-relationships of interface management documents that help define the business structure whereby hundreds of work transactions take place daily between the various OHCs.</p> <p>HMESC shall chair a Contractor Interface Board (CIB) to resolve inter-contractor issues in accordance with the Interface Governance Process; and OHCs shall participate in the CIB.</p> <p>HMESC and OHCs will make every effort to improve mutual understanding and cooperation and to seek resolutions in the best interest of the Government, as opposed to an individual contractor's best interest.</p>									
Direct Funded Services									
The HMESC shall bear the cost burden of managing and documenting the Interface Governance Process, and maintaining the repository for interface agreements.									
Usage Based Services									
Service		Service Type		Clarifications					
N/A									

Table J-3.b-4. Service Number 4, Portfolio Analysis

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
4	Portfolio Analysis	Information	Provide Service and receive input	Provide input	Provide input	Provide input	Provide input	Provide input	Provide input
Service Description									
Hanford Portfolio Planning, Analysis, and Performance Assessment of support DOE in maintaining the integrated Life-cycle Baseline that optimizes the mission life cycle, enabling DOE to ensure cost and schedule efficiency while adequately anticipating and managing programmatic risk. <ul style="list-style-type: none"> • Perform Hanford Site Portfolio integration, provide simulation and optimizing analysis tools, and coordinate and assist with integrated scheduling and performance evaluation. • Provide Hanford Site Portfolio planning and develop and maintain an integrated Life-cycle Baseline to evaluate project and program performance. • OHCs shall provide information to the HMESC, as necessary, to complete the Hanford Portfolio Planning, Analysis, and Performance Assessment activities. • Hanford Site Contractors shall bear internal implementation costs. 									
Direct Funded Services									
The HMESC shall bear the cost burden of program administration.									
Usage Based Service									
Service			Service Type			Clarifications/Exceptions			
N/A									

Table J-3.b-5. Service Number 5, Requirements Management

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
5	Requirements Management	Service	Provide software, training, and services and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	N/A	Receive service and provide input
Service Description									
HMESc shall:									
<ul style="list-style-type: none"> Procure software implemented by HMESc and OHCs by utilizing commercially available off-the-shelf, Requirements Management software. Administer and maintain the software, as appropriate. Provide initial and on-going system administrator training. Establish and facilitate a Hanford Site Requirements Management Forum for benchmarking best practices, consolidating feedback, and maintaining software configuration. 									
OHCs shall:									
<ul style="list-style-type: none"> Manage their internal Requirements Management System activities and develop suitable procedures that implement the System. 									
Direct Funded Services									
HMESc shall:									
<ul style="list-style-type: none"> Procure, implement, administer, and maintain the requirements management software at no cost to OHCs. Provide initial and on-going software system administrator training at no cost to OHCs. Facilitate a Site-wide Requirements Management forum at no cost to OHCs. Facilitate expert-level configuration management of the software at no cost to OHCs. 									
OHCs shall:									
<ul style="list-style-type: none"> Bear internal implementation costs for administrator training; Forum activities; and, implementation. 									
Usage Based Services									
Service									
Service Type									
Clarifications									
N/A									

Table J-3.b-6. Service Number 6, Contractor Assurance System

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
6	Contractor Assurance System (CAS)	Service	Provide software, training, and services, and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input, as applicable
Service Description									
HMESc shall: <ul style="list-style-type: none"> Procure software and workflow applications implemented by DOE, HMESc, and OHCs utilizing commercially available off-the-shelf software and, configurable workflow modules (e.g., Audits and Assessments, Observations, Corrective and Preventive Action, Corrective Action Plan (CAP) Trending, Non-Conformance Reports, Employee Suggestions, General Actions). Administer and maintain, as appropriate, the software and workflow applications for the OHCs. Provide initial and on-going system administrator training. Establish and facilitate a Site-wide CAS Forum for the purposes of development and maintenance of the Site Wide Assurance Systems Approach Document; benchmarking best practices; consolidating contractor feedback, and managing workflow configuration alignment among DOE, HMESc and OHCs. Obtain approval of OHCs and maintain the Site Wide Assurance Systems Approach Document for use by DOE, HMESc, and OHCs. Facilitate expert-level configuration management of the workflow applications and Site Wide Assurance Systems Approach Document. OHCs shall: <ul style="list-style-type: none"> Coordinate and interface with the HMESc to maintain configuration of the software and workflow application; CAS Forum; and, Site Wide Assurance Systems Approach Document. The HMESc and OHCs shall: <ul style="list-style-type: none"> Manage their internal CAS activities, develop suitable procedures that implement DOE O 226.1B, augmented by the Site Wide Assurance Systems Approach Document. HMESc and OHCs shall: <ul style="list-style-type: none"> Utilize the software and workflow application to enter oversight and contractor information in accordance with the forum-developed Site Wide Assurance Systems Approach Document. 									

Direct Funded Services		
HMESC shall:		
<ul style="list-style-type: none"> • Procure, implement, administer, maintain and modify the CAS software and workflow applications at no cost to OHCs. • Provide initial and on-going workflow application system administrator training at no cost to OHCs. • Facilitate a Sitewide CAS Forum at no cost to OHCs. • Facilitate expert-level configuration management of the CAS software and workflow applications; and, Sitewide Business Standard for Contractor Assurance Systems at no cost to OHCs. 		
OHCs shall:		
<ul style="list-style-type: none"> • Bear internal implementation costs for workflow application development; workflow application training; administrator training; CAS Forum activities; and CAS implementation. 		
Usage Based Services		
Service	Service Type	Clarifications
N/A		

Utilities and Infrastructure

Table J-3.b-7. Service Number 7, Electrical Transmission, Distribution, & Energy Management

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
7	Electrical Transmission, Distribution, & Energy Management	Physical/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input per ICD 11 -Electricity	Receive service and provide input	Receive service and provide input	Receive service and provide input (Includes MAPR)
Service Description									
Electrical Transmission, Distribution, & Energy Management is the management function of the high-voltage electrical utility (100, 200, 400, and 600 Areas) consisting of a system for providing power to the facilities at the Hanford Site. <ul style="list-style-type: none"> OHCs shall provide annual electrical load forecast. OHCs shall provide input to the Hanford Site Electrical Utilities Master Plan. OHCs shall protect Hanford Site Systems against disruption and damage during performance of work and support Hanford Site Utility operations, maintenance, and closure of a service where appropriate. Electrical consumption costs to be paid directly by DOE. 									
Direct Funded Services									
HMESC Shall:									
<ul style="list-style-type: none"> Supply electrical power to OHCs. Coordinate with OHCs to obtain the following: <ul style="list-style-type: none"> Energy cost and consumption data for the Annual Energy Conservation Performance Report; Facility shut down constraints and impacts due to fuel reductions for the Emergency Conservation Plan; Facility electrical load information for the annual electrical load forecast; and Other facility electrical or energy information, as needed. Maintain the Electrical Distribution System. The interface (demarcation) point between the HMESC's Electrical Distribution System and OHCs facilities electrical system is routinely the connection at the secondary side of the building service transformer (HMESC also owns the electrical meters). However, there may be some facilities where the systems interface is located at a different connection point. The interface points are identified on the Electrical Utility Switching System Diagram Drawings and shall also be documented in interface agreements. 									

Usage Based Services		
Service	Service Type	Clarifications
Support for direct mission related projects and outage requests	Mandatory	Activities affecting transmission and distribution systems based on mission requirements; this includes, but is not limited to, engineering, reviews, permits, upgrade costs, and supervision. OHCs may enter into a service-provider relationship with the HMECS and/or other utility providers for the operation, maintenance, and/or closure of all or part of their internal utility systems.
Excavation support	Mandatory	Standby for excavation activities related to Transmission and Distribution System.
Permits and reviews	Mandatory	
Electrical utilities support past demarcation point that separates the Site transmission and distribution system from building/landlord electrical systems	Optional	Support required to meet project/buildings needs past the demarcation point owned by electrical utilities.
Temporary electrical setup	Optional	Applies to secondary side of the transformer.

Table J-3.b-8. Service Number 8, Water Systems

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
8	Water Systems	Physical/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input per ICD 01 –Raw Water and ICD 02 – Potable Water	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
<p>The Water System function is a water utility service (the geographic areas to be served are the 100 [B and C], 200, and 600 Areas).</p> <ul style="list-style-type: none"> OHCs shall input to the Water System Master Plan and collaborate on development of interface. There is no charge for raw/potable water consumption. 									
Direct Funded Services									
<ul style="list-style-type: none"> Manage the water system in accordance with interface agreements established with the OHCs served and in accordance with guidance documents cited in state regulations for water systems, and maintain the existing Water System Master Plan. The plan shall document a strategy for managing repairs, life extensions, replacements, cross-connection control, and deactivations for facilities and equipment for the water systems within the scope of this contract over a 10-year planning horizon. Perform operation and Site-wide upgrades of water systems, compliance, monitoring, and sampling, maintenance of support structures, systems, and components, operation and maintenance of the Water Treatment Plant, and perform water administration duties. Provide a “purveyor” (in accordance with the Washington Administrative Code and other state regulations). Maintain responsibility for the Water Distribution System up to and including the first off-valve or demarcation point outside the customer’s facility or complex of facilities. The customer or facility maintains responsibility for lines downstream of this agreed-upon point. On side-by-side multiple valve isolations and backflow assemblies, the facility assumes responsibility from the discharge side of the downstream isolation valve. For WTP Facility, the demarcation point is the premise isolation backflow prevention at the fence line. Eliminate and remove services and equipment that are no longer required, and align the remaining systems and equipment with Hanford Site and project missions. Replace fixed and system-related utilities with temporary services or permanent independent packaged systems as appropriate. Develop a map and/or further interface agreements/plans specifying details of exactly where the demarcation points occur near each facility or complex of facilities. 									

Usage Based Services		
Service	Service Type	Clarifications
Direct, mission-related upgrade projects	Mandatory	Paid for by the Hanford Site Contractor requiring the upgrade to Water System.
Water permits for OHCs new facilities	Mandatory	
Water System Contaminant Monitoring Management	Optional	Water systems outside of service provider's contract.
Potable water backflow preventer testing	Optional	Service before the demarcation point only.
Pipeline sanitization and sampling for OHCs	Optional	Service before the demarcation point only.
Project support from Water System Organization	Mandatory	This includes, but is not limited to, the following types of work: water tie-ins, hydrant tie-ins, water disconnects/isolation, lock and tag, standby attendants, engineering, reviews and temporary water connections.
Potable water filling services	Optional	

Table J-3.b-9, Service Number 9, Sewer Systems

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
9	Sewer Systems	Physical/Service	Provide service and receive input*	Receive service and provide input	Receive service and provide input	Optional	Receive service and provide input	Receive service and provide input	Receive service and provide input (PNNL provides service in the 300 Area)*
Service Description									
<p>Sewer System operations provide sewer pumper truck services and collection of sewage through piping for treatment and disposal in subsurface soil absorption systems. The geographic areas to be served are the 100, 200, and 600 Areas.</p> <ul style="list-style-type: none"> OHCs shall provide input to the Sewer System Master Plan. The WTP Construction Site Sewer System is excluded from the scope of this contract. There are approximately 50 septic tank/subsurface soil absorption systems of which approximately 44 percent of the systems are permitted with the State of Washington Department of Health (DOH) and the remaining are not permitted. DOH will not allow new connections to or modifications to these non-permitted systems without updating to permit standards. There are approximately 15 holding tanks that are permitted with DOH. 									
Direct Funded Services									
<ul style="list-style-type: none"> Operate, maintain, and manage the Hanford Site Sanitary Sewer Systems and 200 West Evaporative Lagoon, including compliance samplings; maintenance of support structures, systems, and components; and performance of sewer administration duties in accordance with the State of Washington Sanitary Sewer Regulations. Manage, operate, and maintain the sewer systems in accordance with the state laws, regulations, and guidance documents cited in state regulations for sewer systems. Monitor components for signs of impending failure, with selective maintenance performed when appropriate, to extend the operating life when necessary. Perform necessary activities to ensure safe operations and compliance to applicable laws and regulations such as: flow data tracking; drain field rotations; filter inspection/cleaning; drain field monitor port inspections; tank pumping, electrical component inspection; and alarm response. Conduct flow data calculations and assessments; submit annual reports to DOH. Sign and submit monitoring, inspection, and maintenance reports for the sewer systems to DOH. Update the existing Sewer System Master Plan. OHCs shall provide input to the Hanford Site Sewer System Master Plan. 									

Usage Based Services		
Service	Service Type	Clarifications
Direct, mission-related upgrade projects	Mandatory	Paid for by the Hanford Site Contractor requiring the upgrade to Sewer System.
Sewer permits for OHCs new facilities	Mandatory	
Sampling for OHCs	Optional	Service before the demarcation point only.
Project support from Sewer System Organization	Optional	This includes, but is not limited to, the following types of work: sewer tie-ins, drain field testing, sewer disconnects/isolation, lock and tag, standby attendants, engineering, reviews and temporary sewer connections.
Sewer pumping services	Optional	
300 Area Sewer Service	Mandatory	PNNL will provide 300 Area Sewer Service. OHCs will receive the service.

Table J-3.b-10. Service Number 10, Sanitary Waste Management & Disposal

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
10	Sanitary Waste Management & Disposal	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Optional	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
Sanitary Waste Management and Disposal function consists of waste collected from onsite dumpsters and transported to offsite landfills for disposal. OHCs shall request and provide requirements for service.									
Direct Funded Services									
Service scope funded through the HMESc and provided at no cost to OHCs includes:									
<ul style="list-style-type: none"> • Delivery of sanitary waste dumpsters. • Pick up, inspect, and dispose of non-radioactive, non-hazardous dry waste. • Management and oversight of Hanford Site Sanitary, Inert, and Demolition Waste Landfills that are currently in operation or closed. Construction debris that meets the Washington Administrative Code is disposed onsite in former borrow pits. • Provide lysimeter maintenance and monitoring, leachate collection and disposal, and methane gas monitoring (eight-wells) for the Hanford Solid Waste Landfill; also includes fence repair, annual benchmark integrity, soil stabilization, weekly inert and demolition landfill inspection, and quarterly inspection. • Provide oversight of offsite contracts for solid municipal waste, non-regulated drummed waste, asbestos waste, and medical waste. • Collect waste from onsite dumpsters and transport to offsite landfills for disposal. 									
Usage Based Services									
Service					Clarifications				
Delivery and disposal of sanitary waste for roll-off boxes					These are additional requests for waste disposal and transport of roll-off boxes; usually for demolition/construction debris.				

Table J-3.b-11. Service Number 11, Roads and Ground

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
11	Roads and Grounds	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input per Interface Control Document (ICD) 12 - Roads	Receive service and provide input	Receive service and provide input	Receive service and provide input (except PNNL off Hanford Site)
Service Description									
<p>Roads consist of primary and secondary Hanford Site Roadways. This includes road maintenance, 24/7 snow removal, and traffic management. Maintain the common grounds to ensure public/worker safety and environmental integrity within the 200, 300, and 600 Areas.</p> <ul style="list-style-type: none"> OHCs to participate in annual Snow Removal Plan. Snow Removal includes designated facilities, parking lots, and walkways per the Hanford Snow Removal Plan. OHCs to participate in annual development of Parking Lot Designation List, General use Facilities List, and Common Ground Maintenance Map. 									
Direct Funded Services									
<ul style="list-style-type: none"> Maintain primary and secondary Hanford Site Roadways, to include maintenance, snow removal, patching/paving, striping, traffic management and other road maintenance services. Perform maintenance of common grounds. Activities in this area are for general use only and include perimeter fence/sign maintenance at the Hanford Site Boundaries; lawn and landscape care; annual inspection and maintenance of gravel pits; general area cleanup; sweeping sidewalks; sweeping parking lots, parking lot repairs and repairing bumper blocks. Perform General Use Parking Lot routine maintenance and repairs. (General Use: i.e. A General Use Parking Lot is one that is used by more than one Hanford Site Contractor to support a building complex with multiple facilities. Contractor Dedicated: Hanford Site Contractors have in their contracts a list of contract dedicated facilities (per Structure List in Section J of each contract). When a parking lot is located adjacent to a contractor-dedicated facility, and the parking lot is only used by that contractor and their subcontractors, that parking lot is considered Contractor Dedicated. Make recommendations to restrict access and make the appropriate notifications of restricted access or closure to DOE and other OHCs in the event that roads are unsafe for travel. Provide snow removal at shared buildings, parking lots, and walkways (per the Hanford Snow Removal Plan). 									

<ul style="list-style-type: none"> • Develop a database and map to further define exactly where direct funded services are to be provided for maintenance of common grounds, snow removal and road maintenance. • OHCs shall provide input to the Hanford Roads Master Plan. 		
Usage Based Services		
Service	Service Type	Clarifications
Parking lot routine maintenance and repairs	Optional	Contractor-dedicated parking lots and sidewalks associated with other contractors are not included in this work scope. Service provider may provide these services to other OHCs upon request and on a reimbursable basis.
Snow removal for parking lots and sidewalks	Optional	Contractor-dedicated parking lots and sidewalks associated with other contractors are not included in this work scope. Service provider may provide these services to other OHCs upon request and on a reimbursable basis.

Table J-3.b-12. Service Number 12, Railroad System

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
12	Railroad System	Physical/Service	Provide service and receive request	Request service	Request service	Request service	Request service	Request service	Request service
Service Description									
The Hanford Site Railroad System consists of approximately 40 miles of Class II track and one signal crossing between Horn Rapids Road and the 200 West Area. <ul style="list-style-type: none"> • OHCs shall request and provide requirements for service. • Coordinate with OHCs, projects, and offsite entities prior to and during onsite rail movements, including placement of “flaggers” at necessary intersections, taking proper security actions, and making Hanford Site notifications. • Maintain and operate the Rail System on the Hanford Site, as required. 									
Direct Funded Services									
<ul style="list-style-type: none"> • Maintain the track at a Class II level including, but not limited to, rails, ties, and rail bed, consistent with supporting Energy Northwest shipments, and in accordance with Federal Railroad Administration regulation. • Maintain railroad and road intersections to ensure the safety of vehicles crossing the intersection. • Provide planning as required. 									
Usage Based Services									
Service		Service Type		Clarifications					
Railroad usage on the Hanford Site		Mandatory		OHCs receiving the service pay the costs related to usage of the rail service including but not limited to loading/offloading, flaggers, support personnel, transport costs, security, upgrades, and permits. This includes the 40 miles of the Hanford Site Railroad System, or portion thereof required to support the requested service.					

Transportation

Table J-3.b-13. Service Number 13, Motor Carrier Services

Service No.	Service Title	Interface Type	HMEESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
13	Motor Carrier Services	Service	Provide Service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
<p>Act as the Hanford Site Motor Carrier similar to a commercial motor carrier. Motor Carrier Services provides a ready-to-serve centralized pool of commercial motor vehicles and qualified drivers for onsite and limited commerce transportation of general freight and hazardous materials, including radioactive materials and radioactive mixed waste.</p> <p>The HMEESC shall:</p> <ul style="list-style-type: none"> • Provide program management: Manage, schedule, and conduct motor carrier services. • Maintain and operate a centralized pool of vehicles and qualified drivers for onsite and limited commercial carrier operation in accordance with the Federal Motor Carrier Safety Regulations and Hanford Site Transportation Safety Document. • Comply with Department of Transportation (DOT), Title 49 Code of Federal Regulations, <i>Federal Motor Carrier Safety Regulations</i>, for onsite activities. • Provide Motor Carrier liability insurance for vehicles/drivers in the HMEESC's Motor Carrier Services Program that are assigned to OHCs as required by the DOT Program. <p>OHCs shall:</p> <ul style="list-style-type: none"> • Provide input to the Motor Carrier Services Master Plan. • Prepare freight for shipment (packaging the freight) and provided associated documentation or direct a pickup of freight from a particular Hanford Site contractor or vendor. • As customers of this service prepare the waste for transport including shipper/receiver agreement documents, transportation documents for packaging, transportation, and receipt by the receiving facility. 									
Direct Funded Services									
N/A									

Usage Based Services		
Service	Service Type	Clarification
Motor Carrier Ready-to-Serve Operations	Mandatory	This is for government owned vehicles only, which are part of the Fleet Equipment Program.
Transportation of hazardous materials	Mandatory	Pickup and delivery to Hanford Site customers as requested, includes transportation of DOT cargo tankers on and offsite (i.e., compressed gas cylinders, propane); does not include coordination, loading, or unloading.
Fuel delivery	Mandatory	Refueling of gasoline and diesel powered equipment across the Hanford Site. Where conditions warrant, deviations from fuel delivery activities will be mutually agreed upon between the contractors.
Support office moves	Mandatory	Supply customer with required transportation equipment, including qualified driver. Does not include move coordinator, technicians, or movers.
Onsite records transport	Mandatory	Transport and handling of record materials between customer and storage facilities throughout the Hanford Site. Does not include loading or unloading.
Transportation of hazardous and/or radioactive waste	Mandatory	Transportation of waste drums, DOT-approved hazmat containers, recyclable materials, radioactive shipments, rolling road-closure shipments. OHCs who are customers of this service prepare the waste for transport including shipper/receiver agreement documents, transportation documents for packaging, transportation and receipt by the receiving facility. Only includes qualified driver and vehicle to transport hazardous material and waste. Does not include loading or unloading.
Provide truck transport onsite	Optional	The Hanford Site Contractor will prepare freight for shipment (packaging the freight) and provide associated documentation or direct a pickup of freight from a particular Hanford Site Contractor or Vendor. This does not include parcel delivery of boxes.
Heavy equipment transportation	Mandatory	Sitewide hauling of government owned and leased equipment, attachments, and vehicles, including wrecker services. Heavy-weight transportation for items 8,000 lbs. and above includes pilot car, flaggers, and specialized transport. Does not include permits or required spotters during transportation of items to customer.

<p>Pickup at local vendors as requested</p>	<p>Optional</p>	<p>Transportation of materials and supplies from local area vendors as requested by customers. Provide customer required equipment and driver to pick up vendor purchased items offsite and deliver to onsite customers. Onsite contractors may have vendor supply items directly to warehouse or projects.</p>
<p>Upon mutual agreement, the Contractor may provide a limited number of specialized vehicles/equipment and drivers to OHCs to support the efficient management of resources</p>	<p>Optional</p>	<p>Vehicles/equipment provided by the HMEESC will remain in the HMEESC's Fleet Maintenance Programs (Loan Program). The user will supply personal protective equipment (PPE), supervision, work package development, and training required to perform activities. Specialized Equipment: Guzzler – Non Regulated</p>
<p>Guzzler – Regulated</p>	<p>Mandatory</p>	<p>Regulated Guzzler (permitted for radiologically contaminated or potentially radiologically contaminated soil, operation subject to the limits and conditions of applicable radiological air permit and procedure). The user will supply PPE, supervision, work-package development, and training required to perform activities.</p>

Table J-3.b-14. Service Number 14, Fleet Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
14	Fleet Services	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
<p>Fleet Services administers and manages a fleet of centralized motorized vehicles and equipment including, but not limited to, sedans, pickups, vans, busses, ambulances, tractors, flatbeds, dump trucks, tool vans, utility maintenance vans, cab and chassis, trailers, forklifts, cranes, generators, compressors, excavators, front-end loaders, dozers, wreckers, and fuel tankers.</p> <p>The HMESC shall:</p> <ul style="list-style-type: none"> • Provide management and coordination, statistical usage tracking, and reporting on General Services Administration (GSA)-leased vehicles and reporting on DOE-owned vehicles/equipment; perform vehicle and equipment repair and modification services as required (e.g., in the 200 Area); and perform record-keeping, vehicle assignment, excess/disposal of fleet vehicles and parts, ensuring vehicle utilization. Some vehicles are designated as “regulated” due to contamination and are required to be serviced within radiologically controlled areas. • Provide overall management of Fleet Services. • Conduct hiring, training, and qualification of Fleet Management Personnel. • Administer acquisition, control, assignment, and disposal of Fleet Equipment. <p>OHCs shall:</p> <ul style="list-style-type: none"> • Provide input to the Fleet Services Master Plan. • Request and provide requirements for service. Those using Fleet Services shall provide report input. 									
Direct Funded Services									
N/A									

Usage Based Services		
Service	Service Type	Clarifications
Administration of the GSA Vehicle Lease Program	Mandatory	
Management of DOE Fleet Equipment and Fleet Maintenance Program	Mandatory	
Fleet facilities maintenance, operations support, consumables, fuel, maintenance, parts, and labor for the DOE Fleet	Mandatory	
Routine preventive maintenance, corrective maintenance and inspections in accordance with manufacturer specifications, GSA schedules, and Occupational Safety and Health Administration Safety Regulations	Mandatory	
Performance of GSA non-reimbursable services, such as in-the-field service calls (including towing)	Mandatory	
Major component repair and reconstruction of failed major operating and drive-train components	Mandatory	
Auto body, glass, and upholstery repair services	Mandatory	
Performance of customer-specified non-maintenance mechanical support, vehicle and equipment modifications, auxiliary equipment installation and transfer, accident damage repair, and special fabrication services	Mandatory	
Purchase of bulk fuel for heavy equipment located in the field	Mandatory	Delivery is through Motor Carrier.
Inspect, maintain, and repair plant/facility stationary engine-driven emergency and operations mechanical equipment installed in operating plants and facilities.	Mandatory	

Table J-3.b-15. Service Number 15, Crane and Rigging

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
15	Crane and Rigging	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
<p>Crane and Rigging is a centralized pool of equipment and manpower for use at the Hanford Site. Service includes mobile crane pool, coordinate rental and movement of cranes, preventative maintenance inspections, scheduling of necessary repairs, crew, and supervision of crane crews.</p> <p>The HMESc shall:</p> <ul style="list-style-type: none"> • Maintain rigging equipment and cable fabrication equipment. • Chair the Site Hoisting and Rigging Committee. • Maintain the Hanford Site Hoisting and Rigging Manual and Hanford Site Hoisting and Rigging Intranet Website. • Certify cranes, rigging equipment, and operators. • Perform Site critical lift reviews and approvals. <p>OHCs shall provide input to the Crane and Rigging Master Plan.</p>									
Direct Funded Services									
N/A									

Usage Based Services		
Service	Service Type	Clarifications
Manage and Schedule Regulated Crane Operations	Mandatory	Regulated Cranes are Mandatory Services.
Ready-to-Serve Crane Pool	Optional	Maintenance is through Fleet Services.
Perform critical lift reviews and analysis	Optional	
Provide technical support and maintain Hanford Site Hoisting and Rigging Requirements for Hanford Site Contractors	Optional	
Crane and Rigging Crew Rentals	Optional	
Equipment and labor provided for services including hoisting, rigging, inspections, load tests, equipment hauling, and below-the-hook fabrications	Optional	
Assemble, erect, and disassemble scaffolding	Optional	

Safeguards and Security (SAS)

Table J-3.b-16. Service Number 16, Protective Forces

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
16	Protective Forces	Information/ Service	Provide Service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
Protective Forces provide security for facilities possessing critical SAS interests (e.g., special nuclear materials, classified materials, industrial assets, and mitigate and deter radiological and toxicological sabotage events). Coverage is provided 24/7 via the Hanford Patrol.									
OHCs shall provide facility, operational, and system configuration changes that may affect Protective Force operations. PNNL shall pay for protective force services (i.e., alarm monitoring) that are provided to them off the Hanford Site.									
OHCs shall bear internal implementation costs.									
Direct Funded Services									
<ul style="list-style-type: none"> Protective Forces (Hanford Patrol) and operations. Hanford Patrol provides random and special searches as required. Patrol Operations Center provides emergency dispatch capability to the entire Hanford Site. 									
Usage Based Services									
Service		Service Type		Clarifications					
N/A									

Table J-3.b-17. Service Number 17, Physical Security Systems (Nuclear Material, Special Nuclear Material and Classified Matter)

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users				
17	Physical Security Systems (Nuclear Material, Special Nuclear Material, and Classified Matter)	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input				
Service Description													
<p>Physical Security under this activity is for accountable quantities of nuclear and classified materials, including performance testing, intrusion detection, entry/access control, explosive detection and engineering and maintenance of the Physical Security and Access Control Systems.</p> <ul style="list-style-type: none"> OHCs shall provide information about SAS arrangements and/or changes prior to new operations commencing, or changing operations or configurations that might alter the performance of existing SAS Systems. OHCs shall support in the development of or update of facility Asset Protection Agreements, and requesting locksmith services. <p>OHCs physical security upgrades within the facility may be shared costs by the Hanford Site Contractor that has responsibility for the facility. PNNL shall pay for services that are provided to them off the Hanford Site.</p> <p>OHCs shall bear internal implementation costs.</p>													
Direct Funded Services													
<ul style="list-style-type: none"> Provide Security Representatives for facilities or groups of facilities where there are important SAS Assets. Develop or assist in the development of facility asset protection requirements and conduct annual reviews of Asset Protection Agreements. Design security system upgrades for existing facilities with changing requirements and design security systems for new facilities. Provide support for keys and Access Control Systems for the protections of Government Property and nuclear materials, including special nuclear materials, classified matter, and facilities. Provide performance testing, intrusion detection/assessment, entry/access control, and explosive detection. Physical locksmith services and program are provided in locksmith services. Provide engineering and maintenance as support for design and maintain physical security and access control systems for Category I and II special nuclear material (SNM) locations, radiological/toxicological targets, and industrial security activities. 													
Usage Based Services													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Service</th> <th style="width: 50%;">Clarifications</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> </tr> </tbody> </table>										Service	Clarifications	N/A	
Service	Clarifications												
N/A													

Table J-3.b-18. Service Number 18, Physical Security Systems (Government Property)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
18	Physical Security Systems (Government Property)	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input; N/A for PNNL off the Hanford Site.
Service Description									
Physical security under this activity is for Government Property other than nuclear material, special nuclear material, and classified.									
<ul style="list-style-type: none"> OHCs shall bear costs of physical security upgrades. OHCs shall support in the development of or update of facility Asset Protection Agreements and implement those agreements. OHCs shall bear internal implementation costs.									
Direct Funded Services									
<ul style="list-style-type: none"> Develop or assist in the development of facility asset protection requirements and conduct annual reviews of Asset Protection Agreements. Provide Technical and Engineering Security services support and review only as required for the design and/or turnover of new facilities. Provide program administration. Provide entry/access and control review only. Physical locksmith services and program are provided in locksmith services within the J-3.b Table. 									
Usage Based Services									
Service		Clarifications							
N/A									

Table J-3.b-19. Service Number 19, Physical Security Badging

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
19	Physical Security – Badging	Information/Service	Provide Service and receive input	Receive service and provide input, N/A for PNNL					
Service Description									
A DOE security badge is utilized for DOE and contractor personnel to gain access to DOE-owned or DOE-leased facilities or areas where DOE-sponsored work is ongoing. <ul style="list-style-type: none"> • OHCs shall participate in “STOP ACCESS” Program. • OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide badging services for the Hanford Site, which includes request, process, receipt, issuance, final disposition, control, and accountability for DOE Standard, Hanford Specific, Temporary, and Personal Identify Verification Badges. • Provide badging services for the Hanford Site, which includes issuance, final disposition, control, and accountability for Hanford Local Security Site Only (LSSO) smart card Commercial Identity Verification (CIV) credentials, LSSO non-smart card CIV credentials, and temporary badges (e.g., visitor badges). Coordinate and initiate “STOP ACCESS” Procedures and control. • Manage and operate the Central Badging Office. • Provide computer (hardware and software) systems, image capture equipment, printers, badge stock, and other infrastructure support items to the Visitor Control Office and the receptionist badging location within 2420 and 2430 Stevens Center Place. • Control and maintain the Hanford Site Personnel Security Clearance Record System and the Digital Imaging System, complete required database/hardware/software upgrades; and provide programming support when new badge configuration becomes necessary. • Conduct fingerprinting in support of security clearance processing, and HSPD-12 PIV Credential issuance activities. • Assist Hanford Site Customers with the badging of guests, visitors, temporary workers, and company sponsored tours of Hanford Site Areas and Facilities. 									
Usage Based Services									
Service			Service Type			Clarifications			
N/A									

Table J-3.b-20. Service Number 20, Information Security – Operations Security (OPSEC)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
20	Information Security – Operations Security (OPSEC)	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
The OPSEC Program helps ensure that sensitive information is protected from compromise and secured from unauthorized disclosure and provides management with necessary information required for sound risk management decisions concerning the protection of sensitive information.									
<ul style="list-style-type: none"> OHCs shall implement their internal OPSEC responsibilities, participate and support Hanford Site-wide OPSEC Working and Awareness Groups; provide support to the HMESC OPSEC Assessments; and support the Annual Site OPSEC Threat Assessment and preparation of the annual OPSEC Plan. OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> Implement and manage OPSEC Program Administration. Implement a Hanford Site-wide Program; assure conformity of implementation with OPSEC Standards and Requirements; conduct assessment(s) of Hanford Site Facilities having Category I SNM (or credible roll-up to Category I SNM); conduct reviews of Hanford Site Facilities that have the potential to process or store classified or sensitive information; and conduct the Annual Site OPSEC Threat Assessment and prepare the annual OPSEC Plan. 									
Usage Based Services									
Service					Clarifications				
N/A									

Table J-3.b-21. Service Number 21, Information Security – Classified Matter Protection and Control (CMPC); Classification, Declassification and Unclassified Controlled Nuclear Information (UCNI) Program

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users						
21	Information Security – Classified Matter Protection and Control (CMPC); Classification, Declassification, and UCNI Program	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input (Includes MAPR)						
Service Description															
<p>The CMPC Program establishes control and accountability requirements for classified matter, marking of classified matter, reproduction, receipt, transmission, and destruction, and physical protection requirements for classified matter in storage.</p> <ul style="list-style-type: none"> OHCs are responsible for maintaining an updated list of security containers, locations and custodians; support investigations of incidents of potential or actual compromise of classified; and nominate a sufficient number of Derivative Classifiers and Reviewing Officials who shall be trained and approved by service provider. OHCs shall provide input on critical infrastructures. OHCs shall bear internal implementation costs. 															
Direct Funded Services															
<ul style="list-style-type: none"> Provide a centralized CMPC, Classification, Declassification, and UCNI Program that includes operation and management of the Classified Document Control Center and management of classified information in the records holding area. Ensure information systems critical to the Hanford Site Mission requiring protection from internal and external threats are maintained. Provide the program and requirements to assure critical infrastructures are maintained. Provide trained and authorized personnel to conduct inquiries for incidents of security concern, maintain the reporting database, and assist the contractor in report writing as required. Administer the Technical Surveillance Countermeasures (TSCM) Program for the Hanford Site. Assess facilities that qualify for TSCM Services to support processing of classified information and ensure compliance. Conduct inquiries for incident of security concern. 															
Usage Based Services															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">Service</th> <th style="width: 20%;">Service Type</th> <th style="width: 20%;">Clarifications</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>										Service	Service Type	Clarifications	N/A		
Service	Service Type	Clarifications													
N/A															

Table J-3.b-22. Service Number 22, Information Security – Controlled Unclassified Information (CUI)

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
22	Information Security – Controlled Unclassified Information (CUI)	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
The CUI Program establishes controls to protect sensitive unclassified information, including Official Use Only (OUO) information. <ul style="list-style-type: none"> • OHCs shall manage and implement a CUI Information Program consistent with the common Hanford Site-wide CUI Information Program. • OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide program administration. OHCs bear internal implementation costs. • Manage, integrate, and oversee implementation of a common Hanford Site-wide CUI Program to ensure conformity of implementation by performing OHCs and coordination of CUI education and awareness. • Provide training for OHCs. • Coordinate and perform CUI education and awareness to include training for Subject Matter Expert (SME) from each company. Does not include training costs, which are paid by user. 									
Usage Based Services									
Service					Clarifications				
N/A									

Table J-3.b-23. Service Number 23, Personnel Security – Access Authorization (Security Clearance Processing Program)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
23	Personnel Security – Access Authorization (Security Clearance) Processing Program	Information/Service	Provide service and receive input	Receive service and provide input; N/A for PNNL					
Service Description									
<p>The Access Authorization (Security Clearances) Program involves processing, granting, and allowing individuals to retain an access authorization when their official duties require access to classified information, matter, or SNM.</p> <ul style="list-style-type: none"> OHCs shall request and obtain personnel security clearances, including “Special Access” from the HMESC. OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> Provide Program Administration and Operations. Contractors will be charged by DOE for badge requests, but the service to provide information and processing is no charge to OHCs. Process security clearances in support of OHCs. These activities include requesting, obtaining, maintaining, downgrading and terminating security clearances, including "Special Access" privileges (e.g., SIGMA). The Clearance Processing Program shall include reviews of each requested clearance action to ensure adequate justification exists and that reporting requirements are met. Access Authorization (Security Clearance) Processing Program. 									
Usage Based Services									
		Service		Service Type		Clarifications			
N/A									

Table J-3.b-24. Service Number 24, Personnel Security – Human Reliability Program (HRP)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
24	Personnel Security – Human Reliability Program (HRP)	Information/Service	Provide service and receive input	Receive service and provide input	N/A	N/A	N/A	Receive service and provide input	N/A
Service Description									
The HRP on the Hanford Site is designed to ensure that individuals who occupy positions affording access to special nuclear material and classified materials programs, meet the highest standards of reliability and physical and mental suitability.									
<ul style="list-style-type: none"> OHCs shall identify HRP positions, submit requests for enrollment in the Hanford Site HRP, and execute their portion of the HRP consistent with the Hanford Site HRP. OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> Provide administration, coordinate, and track Hanford Site drug and alcohol testing required for HRP, and notify OHCs of drug and alcohol testing results. Administer the HRP, including initial and refresher training. 									
Usage Based Services									
Service		Clarifications							
N/A									

Table J-3.b-25. Service Number 25, Personnel Security – Foreign National Visits and Assignments (FNVA)

Service Number	Service Title	Interface Type	HMEESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users						
25	Personnel Security – Foreign National Visits and Assignments (FNVA)	Information/Service	Provide service and receive input	Receive service and provide input; N/A for PNNL											
Service Description															
FNVA pertains to unclassified (and potentially classified) foreign national access to the DOE Hanford Site for information and technologies.															
<ul style="list-style-type: none"> OHCs shall notify the HMEESC of potential foreign visitor or assignment, and prepare and submit security plans to service provider for processing of the visit/assignment. OHCs shall bear internal implementation costs. 															
Direct Funded Services															
<ul style="list-style-type: none"> Provide administration. Process Security Plans for foreign visitors to Hanford Security Areas, coordinate FNVA requests, and submit to the appropriate contractor FNVA authority for approval. Process and request, through USAccess, non-clearance HSPD-12 PIV credentials in support of Hanford Site Contractors. Train foreign nationals and their sponsors on Hanford Site access and other procedures governing the oversight of foreign national employees, guests and visitors. Process FNVA approvals via the appropriate Hanford Site Company Presidents and/or their direct report designees. Process Official Foreign Travel. 															
Usage Based Services															
<table border="1"> <thead> <tr> <th>Service</th> <th>Service Type</th> <th>Clarifications</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>										Service	Service Type	Clarifications	N/A		
Service	Service Type	Clarifications													
N/A															

Table J-3.b-26. Service Number 26, Nuclear Material Controls and Accountability (MC&A)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
26	Nuclear Material Controls and Accountability (MC&A)	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	N/A	N/A
Service Description									
The MC&A Program provides control and accountability of nuclear materials within DOE. <ul style="list-style-type: none"> OHCs shall support in preparation and maintenance of a Hanford Site-wide MC&A Plan (MCAP), administration of treaty related activities, performance of occurrence investigation and reporting, and scheduling of periodic inventories. OHCs shall implement MC&A requirements in accordance with the Hanford Site-wide MCAP. OHCs are required to implement facility specific requirements. OHCs shall manage accountable nuclear material in accordance with the Hanford Site-wide MCAP and correct performance/compliance deficiencies identified with the management of accountable nuclear material. OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> Manage and conduct a centralized MC&A Program for control, verification, and accountable quantities of nuclear material on the Hanford Site, and approve implementing procedures of OHCs. Provide a Hanford Site-wide MCAP and implementing procedures. Provide material accounting and reporting services. Conduct oversight, testing, and assessment of possessing contractor adherence to the requirements in the Hanford Site-wide MCAP. Develop variances and safeguards termination letters. 									
Usage Based Services									
Service					Service Type				
					Clarifications				
N/A									

Table J-3.b-27. Service Number 27, Safeguards and Security (SAS) Program Management

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
27	Safeguards and Security (SAS) Program Management	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input, N/A for PNNL
Service Description									
<p>SAS Program Management provides formal organized processes for planning, performing, assessing, and improving the secure conduct of work in accordance with risk-based protection strategies.</p> <ul style="list-style-type: none"> OHCs shall coordinate and interface on SAS Program Management regarding SAS technical, cost, and schedule performance; comply with Security Conditions (SECON) activities; support the Site Safeguards and Security Plan (SSSP) development, etc. OHCs shall manage their internal SAS Program Management activities. OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<p>Establish, manage, integrate, execute, and evaluate the processes and services that comprise the SAS Program Management, such as Program Planning, Oversight, and Administration; SECON; SSSP; Vulnerability Assessments; Design Basis Threat; and safeguards and security training.</p>									
Usage Based Services									
Service					Clarifications				
N/A									

Table J-3.b-28. Service Number 28, Safeguards and Security (SAS) Awareness

Service Number	Service Title	Interface Type	HMEESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
28	Safeguards and Security (SAS) Awareness	Information/Service	Provide service and receive input	Receive service and provide input, N/A for PNNL					
Service Description									
SAS Awareness Program is used to inform Hanford Site Federal and Contractor Employees, subcontractors, and visitors of their SAS responsibilities and to promote continuing awareness of good security practices.									
<ul style="list-style-type: none"> OHCs shall comply with the requirements of the Hanford Security Awareness Program, as administered by the HMEESC. OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> Provide SAS Awareness Program and training for Hanford Site Federal and Contractor Employees, Subcontractors, and Visitors; and conduct security training for permanently badged employees on an initial and annual frequency to maintain appropriate levels of awareness. Coordinate with DOE and OHCs to maintain awareness of Hanford Site-wide Security issues/topics and incorporate them into the Security Awareness Program, as appropriate. Conduct security training for permanently badged employees on an initial and annual frequency to maintain appropriate levels of awareness and commensurate with their work assignments and access authorization level (e.g., Classified matter protection and control (CMPC) training covering topics such as generation and marking, physical protection and storage, reproduction, accountability, etc.) Provide the security training (initial and refresher) module for adaptation into the Hanford General Employee Training System; and assure annual security refresher training (general or CMPC) is completed on or before the required due date for Hanford Site cleared individuals. 									
Usage Based Services									
Service									
Service Type									
Clarifications									
N/A									

Emergencies and First Responders

Table J-3.b-29. Service Number 29, Fire and Emergency Response Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
29	Fire & Emergency Response Services	Information/Service	Provide Service and receive input	Receive service and provide input (Includes Energy Northwest and MAPR); and may include Non-Hanford Site areas designated by DOE					
Service Description									
<p>Fire and Emergency Response Services provide fire prevention, fire suppression, fire investigations; emergency rescue; emergency medical service and patient transport; incident command; and hazardous material and chemical/biological/radiological emergency response for the Hanford Site and those non-Hanford Site Areas designated by DOE.</p> <ul style="list-style-type: none"> • OHCs shall support facility access to the fire Emergency Response Service Personnel, and notify the Hanford Fire Department of work activities, events, incidents, etc., that may require Fire Services involvement and/or response (e.g., medical assistance, hazardous or radiological emergency help, etc.) • During high fire hazard danger season, OHCs will coordinate with the Hanford Fire Department for off-road work activities. • In regards to emergency situations created by a hazardous material spill, including mixed waste spills, once the hazards have been mitigated, the owners of the facility or material have the responsibility for cleaning up the material and decontaminating the site, but may request supplemental expertise from Fire Services. • MAPR receives service in accordance with mutual aid agreements. 									

Direct Funded Services		
Service	Service Type	Clarifications
<ul style="list-style-type: none"> Provide a Fire Marshal who has delegated Authority Having Jurisdiction (AHJ) authority for the Hanford Site as identified in HNF-52336, <i>Authority, Responsibilities, and Duties of the Hanford Fire Marshal</i>. Provide a Hanford Fire Marshal Permit System with access available online to each Hanford Site Contractor. Fire and Emergency Response services provide 24/7 fire-related protection of human life, property, and facilities; and operates basic and advanced life support emergency medical services. Fire and Emergency Response Services will physically respond to each facility fire alarm and trouble signal reported through dispatch via the Radio Fire Alarm Repeater (RFAR) system. Fire and Emergency Response Services will stabilize the fire system (sprinkler system, fire alarm, dry chemical, etc.) activated, in an alarm, or trouble condition, and will attempt to contact facility management or the Emergency Operations Center (EOC) with the status of fire system(s). Provide 9-1-1 backup to the Patrol Operations Center. Act as the Site Incident Command Agency for fires and hazardous/radiological materials emergencies on the Hanford Site. Provide support for Hanford Fire Department participation in drills and exercises. DOE will provide a Memorandum of Understanding (MOU) between the DOE and U.S. Fish and Wildlife (USFWS) for the operation of designated portions of the Hanford Reach National Monument regarding fire notification responsibilities. DOE will provide the "Cooperative Fire Protection Agreement" with the USFWS regarding the commitment of both the USFWS and DOE, in fire suppression emergency response activities for land managed by the USFWS. The Medical Emergency Response Program shall be conducted under the Mid-Columbia Emergency Medical Services and Trauma Council, operated under the County Medical Program Director. The ambulance service shall include basic and advanced life support and be licensed through the DOH. 		
Usage Based Services		
N/A		

Table J-3.b-30. Service Number 30, Respiratory Protection Inspection, Testing and Maintenance; and Fire System Inspection, Testing and Maintenance

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
30	Respiratory Protection Inspection, Testing and Maintenance; and Fire System Inspection, Testing and Maintenance	Information/Service	Provide service and receive input	Receive service and provide input (the only service applicable to PNNL is in DOE-owned facilities on the Hanford Site)					
Service Description									
Fire Protection System and Respiratory Protection Inspection, Testing, and Maintenance includes fire protection system inspection, testing and maintenance of existing and new Fire Systems, including backflow prevention devices, respiratory protection refill, inspection, testing and maintenance, as well as inspection, testing and maintenance of the Hanford Site RFAR System and Hanford Site-wide Emergency Sirens.									
OHCs with assigned buildings are responsible for Fire Systems maintenance inside the facility up to the post-indicator valve outside the facility.									
Direct Funded Services									
<ul style="list-style-type: none"> • Perform inspection, testing, and maintenance on Hanford Site-wide Emergency Sirens. • Perform RFAR inspection, testing, and maintenance. Hardware will be charged to user. RFAR components are required to be purchased from Hanford Fire Department. • Maintain Fire Water Systems up to the post indicator valve at the facility or other demarcation point as documented in a memorandum of agreement or other service agreement. 									

Usage Based Services		
Service	Service Type	Clarifications
Fire Protection System inspection, testing, and maintenance	Optional	Existing and new fire systems. Fire protection systems inspection, testing, and maintenance includes: spare parts; component recall, tracking, and reporting for fire system activities; and, auditable central site records for fire system inspection, testing, and maintenance.
Portable Fire Extinguisher inspections and maintenance	Optional	Annual
Fire System Backflow Preventer inspection, testing and maintenance	Optional	
Respiratory Protection refills, inspection, testing, and maintenance	Optional	Includes: Respiratory Protection equipment maintenance, testing, repair, modification and servicing of supplied-air/powered air purifying respirator (PAPR) respiratory protection equipment; Repair and maintenance of air bottle carts; Annual and bi-annual inspections and functional tests and repairs of high-pressure breathing air cylinders; and, Functional test and repair, cleaning, and recharging of self-contained breathing apparatus.
Facility deactivation activities that permanently isolate or shut down a facility Fire Alarm or Suppression System	Optional	

Table J-3.b-31. Service Number 31, Emergency Operations (Centralized Hanford Site Emergency Preparedness Program)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
31	Emergency Operations (Centralized Hanford Site Emergency Preparedness Program)	Information/Service	Provide service and receive input	Receive service and provide input (Includes MAPR)					
Service Description									
Emergency Operations consists of the Hanford Site-wide Emergency Preparedness (EP) Program, which includes operation of the EOC, Joint Information Center (JIC), requirements for hazards surveys and hazards assessments, training of EOC Staff, Hanford Site-wide Exercises, and Facility-Specific Plans and Procedures for EP development, training, drills, and assessments. OHCs shall develop, maintain, and execute an Emergency Management Program as described in DOE/RL-94-02, <i>Hanford Emergency Management Plan</i> for facilities and waste sites under their control. OHCs shall bear internal implementation costs.									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide program assistance, Site-wide training, maintenance, and access/copies of Site-wide emergency documents. • Provide emergency drill support. • Provide maintenance of Hanford Site Emergency Alerting System. Does not include moving or expanding based on Hanford Site Contractor's needs. Does not include computer or telephone notification system. • Coordinate, integrate, and maintain a centralized Hanford Site EP Program. • Provide instruction in accordance with DOE/RL-94-02, <i>Hanford Emergency Management Plan</i>, to OHCs and their subcontractors. • Conduct or support emergency management surveillances and assessments and work with OHCs for corrective action implementation. • Establish procedures and provide direction and coordination for the Hanford Site Occurrence Reporting Program. • Provide support for the Unified Dose Assessment Center. 									
Usage Based Services									
Service		Service Type			Clarifications				
N/A									

Table J-3.b-32. Service Number 32, Emergency Operations (Event Reporting; and Emergency Operations Center Shift Office)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users						
32	Emergency Operations (Event Reporting; and Emergency Operations Center Shift Office)	Information/Service	Provide service and receive input	Receive service and provide input (Includes MAPR)											
Service Description															
Event reporting is provided to ensure that DOE is kept fully informed about events that could adversely affect the health and safety of the public or the workers, the environment, the intended purpose of the facilities, or the credibility of the DOE. <ul style="list-style-type: none"> • OHCs shall report their environmental, safety, health events, and related information directly to DOE and to the EOC Shift Office. • OHCs shall bear internal implementation costs. 															
Direct Funded Services															
<ul style="list-style-type: none"> • Operate the Hanford Site-wide EOC. • Provide event reporting to DOE and Hanford Site Contractor Management, occurrence report training, consultation on event categorization and report preparation, and access to Occurrence Reporting and Processing System. • Provide program management. • Maintain Hanford Site-wide Procedure for notification, reporting, and processing operations information. • Serve as emergency categorization/classification authority for transportation events involving Hanford Site Contractor shipments beyond facility boundaries. • Provide abnormal event categorization authority for Hanford Site. 															
Usage Based Services															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Service</th> <th style="width: 30%;">Service Type</th> <th style="width: 30%;">Clarifications</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>										Service	Service Type	Clarifications	N/A		
Service	Service Type	Clarifications													
N/A															

Table J-3.b-33. Service Number 33, Radiological Assistance Program (RAP)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users						
33	Radiological Assistance Program (RAP)	Information/Service	Provide service and receive input	Provide staff to service provider	Provide staff to service provider	N/A	Provide staff to service provider	N/A	N/A						
Service Description															
RAP provides first-responder radiological response capabilities 24/7 for the Hanford Site and Region 8.															
<ul style="list-style-type: none"> OHCs shall provide qualified personnel, technical expertise, and support to the DOE Region 8 RAP to ensure maintenance and staffing of emergency teams with the ability to respond under the direction of DOE and bear personnel costs associated with RAP participation. If PNNL provides personnel to RAP, the HMESC shall bear personnel costs associated with RAP participation. 															
Direct Funded Services															
<ul style="list-style-type: none"> Maintain and implement a first-responder radiological assistance that includes plans, procedures, resources, and 24/7 response capabilities for Region 8 in support of the DOE Regional Response Coordinator and provide equipment. Personnel costs for RAP participation, program administration, including travel, equipment, and RAP specific training. Staff usage is with the agreement of the employee and employer. 															
Usage Based Services															
<table border="1"> <thead> <tr> <th>Service</th> <th>Service Type</th> <th>Clarifications</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>										Service	Service Type	Clarifications	N/A		
Service	Service Type	Clarifications													
N/A															

Workforce Readiness and Human Resource Support
 Table J-3.b-34. Service Number 34, Site Training Services and HAMMER

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP	222-S Lab	OccMed	Other Site Users
34	Site Training Services and HAMMER	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Optional	Receive service and provide input	Receive service and provide input	Receive service and provide input (optional for PNNL)
Service Description									
<p>Site Training Services provides training facility, curriculum, and training delivery services to Federal, contractor, and subcontractor employees in support of the Hanford Site and PNNL missions consistent with the DOE, local, state, and Federal workforce training requirements. The Site Training program includes training facility management, business management, conduct of training, brokering of training services, development of requirements and standards, and training records management, scheduling, and registration.</p> <p>OHCs shall provide training priorities, training needs, and input regarding (Mandatory) standardized training programs, and support for worker-trainers to HAMMER.</p>									
Direct Funded Services									
<p>Develop a mandatory standardized training and optional training for Hanford Site Workers, as requested, to maintain a qualified workforce.</p> <p>Develop the deliverables, as noted, in Section C of the HMESC.</p> <p>Provide base operations of training facility.</p> <p>Provide maintenance of employee training records for training provided.</p> <p>Coordinate activities for OHC to acquire DOE Training Institute services.</p> <ul style="list-style-type: none"> • Operations support for the HAMMER facilities including facility system operations, prop and classroom set-up, and prop operations. • Safety oversight. • Maintenance support for HAMMER facilities, props, grounds, and assigned vehicles and equipment. • Utilities (payment to City of Richland directly for metered areas). • Telephones and computers/computer network for HAMMER staff, facility classrooms, lobby, and students. • Cover propane costs for heating and specific fire props at HAMMER for Hanford Site Missions. • Provide OHC documentation when changes are made to training courses and when requested by OHC that regulatory required training courses are compliant with the regulations. <p>OHCs shall participate with HMESC to provide input in the administration and ownership of standardized sitewide training to their employees.</p>									

Usage Based Services	Service	Service Type	Clarifications/Exceptions
Standardized Training	Mandatory		List of standardized training includes: 1. Asbestos 2. Chronic Beryllium Disease Prevention Program (CBDPP) 3. Confined Space Entry 4. Electrical Safety 5. Fall Protection 6. Hanford General Employee Training (HGET) 7. Hazardous Energy Control (lockout/tag out) 8. Hazardous Waste Operations and Emergency Response (HAZWOPER) Training 9. Hoisting and Rigging 10. Radiation Safety (e.g., Radiological Worker I and II and Radiological Control Technician training) 11. Respiratory Protection Program Standardized training costs are paid by the using OHC through tuitions.
Construction or modification of mock-ups and props for facility specific training	Optional		
Other miscellaneous training or certifications	Optional		Site Training Services costs are paid by the using OHC through tuitions (i.e., mask fits).
Request for customization on standardized courses	Optional		Provided at additional cost to OHC, not covered through tuitions. Minor changes will be funded by Hanford Training, i.e., company name change, procedure reference update, etc.
Company/project specific support to manage self-assessments, operational readiness reviews, etc.	Optional		Labor will be charged directly to OHCs.
Extra costs incurred for courses requested to be delivered outside the standard Hanford Site work schedule or at other facilities not managed by Site Training Services	Optional		

Table J-3.b-35. Service Number 35, Workplace Substance Abuse Programs (WSAP)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
35	Workplace Substance Abuse Programs (WSAP)	Information/Service	Provide programmatic service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Provide testing service, receive service and provide input	Receive service and provide input; N/A for PNNL
Service Description									
The WSAP is responsible for maintaining a workplace free from the use of illegal drugs and is applicable to DOE Contractors and their subcontractors in testing-designated positions performing work at sites owned or controlled by DOE under the authority of the <i>Atomic Energy Act of 1954</i> . OHCs shall identify individuals in testing-designated positions and execute the program per the HMESC's Procedure. OHCs shall bear internal implementation costs.									
Direct Funded Services									
HMESC shall:									
<ul style="list-style-type: none"> • Administer the WSAP and maintain the procedures for testing and databases. • Notify the respective Hanford Site Contractor of drug and alcohol testing results. • Provide program administration. 									
OccMed shall provide testing services.									
Usage Based Services									
					Service Type				
					Clarifications				
N/A									

Table J-3.b-36. Service Number 36, Hanford Site Pension Plan (HSSP), Hanford Site Savings Plan (HSSP), Hanford Employee Welfare Trust (HEWT)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
36	Hanford Site Pension Plan (HSPP) Hanford Site Savings Plan (HSSP) Hanford Employee Welfare Trust (HEWT)	Information/Service	Administer, sponsor, and receive, and deliver input from/to Pension, Savings, and HEWT Committees	Sponsor and deliver input to Pension, Savings and HEWT Committees	Sponsor and deliver input to Pension, Savings and HEWT Committees	Sponsor and deliver input to Pension Committee, HSPP only.	Sponsor and deliver input to Pension, Savings and HEWT Committees	N/A	As applicable, sponsor and deliver input to Pension, Savings and HEWT Committees
Service Description									
Provide administration of the HSPP, HSSPs, and HEWT, which cover eligible Hanford Site Workers.									
The HSPP is managed and administered by committees composed of representatives from each of the sponsoring employers.									
The HSSPs cover eligible Hanford Site Workers. The HSSPs include three (3) separate plans: two (2) plans for bargaining unit employees, and one (1) plan for non-bargaining unit employees (exempt and nonexempt). The HSSPs are managed and administered by committees composed of representatives from each of the sponsoring employers.									
The HEWT is a multiple employer welfare arrangement. Health and welfare benefits are administered under the HEWT, which contains provisions for a wide range of medical and insurance benefits for eligible Hanford Site Workers. The HEWT is managed and administered by the HEWT Committee, which is composed of representatives from each sponsoring employer.									
The work scope includes participant communications and administration for the HSPP, HSSP, and HEWT.									
Hanford Site participating sponsors provide funding and deliver input to the Pension, Savings, and HEWT Committees.									
Direct Funded Services									
<ul style="list-style-type: none"> Administer the HSPP, HSSP, and HEWT. HMESC establishes contributions to the HSPP, HSSP, and HEWT, which are allocated to the participating plan sponsors (OHCs). 									
Usage Based Services									
Service					Clarifications				
N/A									

Environmental, Safety, and Health

Table J-3.b-37. Service Number 37, National Environmental Policy Act of 1969 (NEPA) Planning and Program Support

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
37	NEPA Planning and Program Support	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
Provide support to the Hanford NEPA Compliance Program upon request and as directed by DOE. Assistance may include, but is not limited to, preparation of NEPA documentation and the NEPA Administrative Record (AR), NEPA training support, records system development and management, and an integrated NEPA Actions Tracking System.									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide program support, including planning and preparation of NEPA review screening forms (NRSF). • Provide assistance to the Hanford NEPA Compliance Program upon request and as directed by DOE. • Assist with NEPA Training at DOE's request. Training developed for DOE to be made available to other contractor and Hanford Site Users. • Assist with the preparation of NEPA documentation and related ecological and cultural resource studies. • Develop and manage records system, including the NEPA Administrative Record (AR) database, integrated NEPA support, and integrated NEPA Project Tracking Systems and Database. • Provide database information in support of other contractors and Site users NEPA efforts. NEPA work products prepared for DOE to be made available for other contractor and Hanford Site users unless DOE directs otherwise. 									
Usage Based Services									
		Service	Service Type	Clarifications					
		Environmental assessment (EA) requests, and ecological and cultural resources review requests associated with EAs	Optional	DOE will determine the level of NEPA documentation and assign tasks to the contractor, as appropriate.					

Table J-3.b-38. Service Number 38, Environmental Compliance and Support

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
38	Environmental Compliance Support Program	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input (Includes MAPR)
Service Description									
This program is the integration of required environmental reports for DOE and other entities (U.S. Environmental Protection Agency (EPA), State of Washington, Department of Ecology (Ecology), etc.) OHC shall: <ul style="list-style-type: none"> • Provide input for the Site-wide Environmental Management System (EMS)/Sustainability Program Management Plan and the Annual Site Environmental Report (ASER). • Provide appropriate and timely input to performing contractor and designated OHCs for regulatory required Site-wide environmental reports and metrics for their facilities and activities. • Support performing contractor in their Site-wide environmental regulatory management roles. • Provide performing contractor regulatory and contract required air, liquid effluent, and other (soil, sediment, water, vegetation, animals, etc.) Environmental monitoring data; collect, compile, and/or integrate air (air operating permit [AOP] criteria pollutants, National Emission Standards for Hazardous Air Pollutants (NESHAP) [e.g., radiological releases], and Toxic Air Pollutants) and liquid effluent monitoring data from operations and activities under the Hanford Site Contractor's control. • Provide performing contractor appropriate environmental data for facility and operable units to support the Hanford Site Permitting (Air, Water, Sewers, etc.) and obtain unit-specific permit modifications in coordination with the DOE and performing contractor. • Inform performing contractor if air monitoring is required as part of contractor's facility monitoring. 									
Direct Funded Services									
Provide program administration and integration.									
Usage Based Services									
Service			Service Type			Clarifications			
Non-DOE/Hanford Entity Environmental Compliance Program support			Mandatory			Non-DOE/Hanford entities include, but are not limited to, Energy Northwest, U.S. Department of Fish and Wildlife, Bonneville Power Administration, U.S. Ecology, and the U.S. Navy.			

Table J-3.b-39. Service Number 39, Environmental Monitoring

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
39	Environmental Monitoring	Information/Service	Provide service and receive input	Receive service and provide input					
Service Description									
Environmental Monitoring consists of multimedia environmental monitoring to measure the concentration of radionuclides and chemicals in environmental media (exclusive of the ground water monitoring program) in order to assess the integrated effects of these materials on the environment and the public. OHCs shall provide appropriate input for preparation of the ASER and Hanford Site Environmental Surveillance Master Sampling Schedule.									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide program administration and integration. • Assess impacts and risks of contaminants on human health in support of the AOP, the annual Hanford Site Environmental Report, and the Hanford Site Environmental Surveillance Master Sampling Schedule; and align the surface environmental surveillance with the needs of the environmental clean-up, restoration, and assessment activities at the Hanford Site. • Assess impacts and risks of Hanford Site contaminants on human health and the environment in support of Hanford Site cleanup activities as requested. Data and analysis shall be made available to the Hanford Site risk assessment activities. 									
Usage Based Services									
Service		Service Type			Clarification				
Requests outside of the scope of Direct Funded Services		Mandatory							
Project Specific monitoring activities requesting sample collection, analytical, reporting and oversight		Optional							

Table J-3.b-40. Service Number 40, Ecological Monitoring and Compliance – Site Wide

Service Number	Service Title	Interface Type	HMEESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
40	Ecological Monitoring and Compliance – Site Wide	Information/Service	Provide service and receive input	Receive service and provide input, as applicable					
Service Description									
Ecological Monitoring and Compliance is to achieve compliance with ecological resource-related legal and regulatory requirements; Biota is monitored to access the abundance, vigor, condition, and distribution on the Hanford Site. <ul style="list-style-type: none"> • OHCs shall allow access to the Ecological Monitoring and Compliance activity for the purpose of collecting information and samples. • OHCs shall provide ecological information from their sampling activities such as <i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)</i>/Resource Conservation and Recovery Act of 1976 (RCRA) Risk Assessments. • OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide program administration and integration. • Assess the impacts to biological resources from Hanford Site operations and legacy contaminants to the environment and monitor the abundance, vigor, condition, and distribution of plant and animal populations on the Hanford Site. This includes baseline surveys of protected biological resources, species, and habitats within key areas of the Hanford Site where the majority of routine operations and cleanup are conducted. • Monitoring required for the Biological Resources Management Plan to ensure compliance with Comprehensive Land Use Plan (CLUP). 									
Usage Based Services									
Service		Clarifications							
Ecological compliance reviews for projects		Mandatory							

Table J-3.b-41. Service Number 41, Biological Controls

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
41	Biological Controls	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input as applicable
Service Description									
Biological Controls is a service to control noxious weeds fire hazard, industrial area weeds, other vegetation, and animal pests. The program controls vegetation on approximately 2,000 acres, traps and removes animals, and eliminates insect infestations.									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide program administration and integration of the Hanford Site-wide Biological Control Program. • Control noxious weeds, industrial weeds, other vegetation, and animal pests for the purposes of controlling the spread of radioactive contamination, protecting employees, the public, and Hanford Site Cultural and Environmental (including biological) Resources. • Maintain facilities, roadways, fence lines, waste sites, radiological areas and tank farms free of windblown tumbleweeds; perform spray operations and related activities in radiological areas; perform tumbleweed burning activities; post unidentified underground radioactive material areas as discovered during biological control operations; and perform animal control operations (fly traps, rebaiting, etc.) • Provide State of Washington licensed pesticide applicators and application equipment, and respond to Hanford Site animal control calls, coordinate biocide applications at Site facilities. • Provide equipment/technical expertise (to assist with the road maintenance function) in liquid de-icing activities during winter months as needed. • Collect native plant seeds for use in revegetation plots. • Maintain and provide records and reports applicable to Biological Controls including Environmental, Safety, Health, and Quality (ESH&Q) documentation; configuration management; performance trending; lessons learned feedback; correction action tracking; self-assessment activities; and coordination with DOE, state, and local authorities regarding ESH&Q matters. • Submit event reports in accordance with DOE occurrence reporting requirements. 									
Usage Based Services									
		Service Type			Clarifications				
Revegetation of site		Optional			If a project needs revegetation, then the project funds the work.				
Additional services, including removal of trees, brush, bio materials for OHCs, beyond 2,000 acres		Optional							

Table J-3.b-42. Service Number 42, RCRA Permits and Compliance

Service Number	Service Title	Interface Type	HMEESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
42	RCRA Permits and Compliance	Information/Service	Provide service and receive input	Receive service and provide input					
Service Description									
<p>Services provided are for the Site-wide maintenance of the current RCRA Permit "The Hanford Site Wide Permit" Revision (8C) Permit Number: WA7890008967, Strategic Planning for the new Revisions of the RCRA Permit (8C and 9), and Site-wide Integration of regulator required RCRA Permit Actions. RCRA, in this sense, only applies to the "The Hanford Site Wide Permit" and Subtitles C, Hazardous Wastes; I, Regulation of Underground Storage Tanks, and as further implemented through contract FAR and DEAR Clauses.</p> <p>This work is to be coordinated with Site-wide integration of other permits and RCRA based reporting requirements as delineated in "Environmental Permits and Compliance" scope of work and includes responsibility for integration of other RCRA sections such as Subtitle D, Non-hazardous Solid Wastes; F, Federal Responsibilities; and G, Miscellaneous Provisions, unless otherwise required by applicable laws, regulations, FAR or DEAR clauses.</p> <p>OHCs shall:</p> <p>Integrate their RCRA dangerous waste permitting and regulatory compliance activities with the Hanford RCRA Site-wide Permitting and Compliance Framework maintained by the performing contractor.</p>									
Direct Funded Services									
<ul style="list-style-type: none"> • Program implementation and coordination of RCRA Permit integration. • Establish and provide RCRA Site-wide management, administration, integration, permitting, and compliance in coordination with OHCs and obtain concurrence from affected OHCs for Site-wide RCRA Documents and Policy decisions. 									
Usage Based Services									
Service									
Service Type									
Mandatory									
Permitting Services									
Clarifications									

Table J-3.b-43. Service Number 43, Environmental Regulatory Management (Sitewide EMS and Site Sustainability Program Plan)

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
43	Environmental Regulatory Management (Sitewide EMS and Site Sustainability Program Plan)	Information	Receive input	Provide input	Provide input	Provide input	Provide input	Provide input	Provide input
Service Description									
Environmental Regulatory Management ensures a Sitewide Environmental Program that is compliant with applicable laws, regulations, DOE Directives, Environmental Regulatory Management, and the Section H Clause entitled, <i>Environmental Responsibility</i> . OHCs shall: <ul style="list-style-type: none"> • Provide input for the Sitewide EMS Program Management Plan and Site Sustainability Program Plan. • Provide appropriate and timely input to performing contractor and other designated OHCs for regulatory required Sitewide Environmental Reports and metrics for their facilities and activities. • Support performing contractor in their Sitewide Environmental Regulatory Management roles. 									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide program administration and Environmental Regulatory Management. • Establish and provide Sitewide EMS and Sustainability Program Plan and implementation in coordination with OHCs, obtaining concurrence from affected OHCs for Sitewide Environmental Documents. 									
Usage Based Services									
		Service Type		Clarifications					
N/A									

Table J-3.b-44. Service Number 44, Environmental Mitigation Strategy Planning and Implementation

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
44	Environmental Mitigation Strategy Planning and Implementation	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
An integrated Sitewide mitigation strategy and planning program to facilitate a balance between the ongoing Hanford Site Mission and the omnipresent trustee stewardship obligations; to maintain a database/record of past and present mitigation efforts; and to implement mitigation projects across the Hanford Site for OHCs and outside non-DOE/Hanford Site entities. OHCs shall provide input for coordinated planning.									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide Hanford Sitewide mitigation planning, monitoring, record keeping, and reporting. • Develop, implement, and maintain procedures to address early identification of mitigation requirements and for implementing mitigation actions. • Act as DOE's mitigation success monitor and recommend to DOE if additional mitigation is warranted. 									
Usage Based Services									
Service					Clarifications				
Mitigation implementation					Costs to be negotiated and agreed upon between performing contractor and requesting Hanford Site User.				
Non-DOE/Hanford Site entity environmental mitigation strategy and planning support					Non-DOE/Hanford Site entities include, but are not limited to, Energy NW, U.S. Fish and Wildlife Service, Bonneville Power Administration (BPA), U.S. Ecology, and the U.S. Navy.				

Table J-3.b-45. Service Number 45, Environmental Permits and Compliance

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
45	Environmental Permits and Compliance	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
Establish and maintain a compliant environmental permitting program for permitting activities other than the RCRA (Dangerous Waste) permit. OHCs shall:									
Integrate their environmental permitting (excluding RCRA permits) and regulatory compliance activities with the Hanford Sitewide permitting and compliance framework maintained by the performing contractor.									
Direct Funded Services									
<ul style="list-style-type: none"> Perform AOP and DOE O 458.1, <i>Radiation Protection of the Public and the Environment</i>, monitoring activities for the Hanford Site. Provide program implementation and coordination, with the exception of RCRA Permit integration. Establish and provide Sitewide management, administration, integration, permitting, and compliance in coordination with OHCs. Compile Hanford Sitewide Data for ASER reporting, including monitored releases from CERCLA authorized activities. 									
Usage Based Services									
Service					Clarifications				
Project specific requests for air monitoring					Optional Applies to air monitoring that is not part of AOP.				

Table J-3.b-46. Service Number 46, Site Safety Standards (Common Safety Processes)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
46	Site Safety Standards (Common Safety Processes)	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	N/A
Service Description									
Hanford Site common safety standards to be used by OHCs include the following to ensure common safety processes for worker safety:									
<ol style="list-style-type: none"> 1. Chronic Beryllium Disease Prevention Program (CBDPP) 2. Confined Space Entry (permit required) 3. Electrical Safety 4. Excavation Permits 5. Fall Protection 6. Hazardous Energy Control (lockout/tag out) 7. Hoisting and Rigging 8. Radiation Safety 9. Respiratory Protection Program 10. Stop Work Authority 									
Affected OHCs shall assist HMESC in the development and approval of common safety standards. HMESC integrates and coordinates the Hanford Site safety and health standards through MSC-MP-41080, <i>Hanford Integrated Standards Management Plan</i> . The Contractor shall participate in the development and implement the integrated Hanford Site standardized safety and health programs. The goal is to have integrated and standardized programs at the Hanford Site for worker safety and health where there are similar hazards, requirements, and worker expectations. OHCs bear internal implementation costs including development of internal implementing procedures and participation in Hanford Site safety activities and initiatives.									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide administration of common safety standards. • In conjunction with OHCs, identify and maintain common safety standards on the Hanford Site. • Maintain a Hanford Site-wide Web-based System with input from OHCs for sharing operating experiences and lessons learned, with a focus on preventing recurrence of safety or reliability events, and good work practices in accordance with applicable requirements. • Manage and administer Hanford Site safety activities/initiatives. 									
Usage Based Services									
					Service Type				
					Clarifications				
N/A									

Table J-3.b-47. Service Number 47. Meteorological and Climatological Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
47	Meteorological and Climatological Services	Information/Service	Provide Service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
The Hanford Meteorological Monitoring System currently includes 32 monitoring stations on and adjacent to the Hanford Site, a Meteorological and Climatological Services Computer Network System, Data Display System, and interactive transport and diffusion computer model and provides accurate and timely weather information that enable safe conduct of activities and emergency response.									
<ul style="list-style-type: none"> Regional and national organizations outside the Hanford Site may request meteorological and climatological information or support. In this event, the Contractor shall contact the DOE for guidance. OHCs shall request and provide requirements for service. 									
Direct Funded Services									
<ul style="list-style-type: none"> Provide standard, weather-related information for OHCs, providing detailed around-the-clock, easily retrieved and understood, real time meteorological data including forecasts, heat indices, historical information, etc. Maintain and operate the Hanford Meteorological Monitoring System, which includes moving existing sensors and replacement of malfunctioning sensors. Provide program administration. 									
Usage Based Services									
Service		Service Type			Clarifications				
Special-use information requested by Hanford Site Contractors		Mandatory			Includes specialized locations and project or facility specific needs requiring data not routinely monitored or provided within the direct funded scope.				
Requests for additional sensors		Mandatory							

Table J-3.b-48. Service Number 48, Seismic Monitoring Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users						
48	Seismic Monitoring Services	Service	Provide service and receive input	Receive service and provide input											
Service Description															
Seismic Monitoring Services are required to operate the Hanford Site Seismic Network and provide report activities as needed. This information is utilized for operational facilities, to support new facility design and for emergency operations activities. The seismic network on and near the Hanford Site consists of two (2) designs of equipment and 49 sites (seismometer sites and strong motion accelerometer sites). Seismometer sites are designed to locate earthquakes and determine the magnitude and hypocenter location. Strong motion accelerometer sites are designed to measure ground motion. OHCs shall request and provide requirements for services when necessary.															
Direct Funded Services															
<ul style="list-style-type: none"> Operate and maintain seismic sensors and systems, and monitor seismic activity and report seismic activities on the Hanford Site. Provide seismic information to OHCs upon request. Manage the Hanford Seismic Monitoring Program. Provide seismic activity reports. 															
Usage Based Services															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Service</th> <th style="width: 50%;">Service Type</th> <th style="width: 50%;">Clarifications</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>										Service	Service Type	Clarifications	N/A		
Service	Service Type	Clarifications													
N/A															

Table J-3.b-49. Service Number 49, Radiological Site Services (RSS)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
49	Radiological Site Services (RSS)	Service	Provide service and receive input	Receive Service and provide input					
Service Description									
<p>Radiological Site Services (RSS) is a documented set of comprehensive and integrated radiological support programs that provide the technical support, dosimetry, data, and records necessary to demonstrate compliance with required radiological monitoring and to verify the adequacy of Hanford Site Radiological Control Programs in protecting the health and safety of workers, the public, and the environment. The RSS includes the Hanford External Dosimetry Program (HEDP), the Hanford Internal Dosimetry Program (HIDP), the Hanford Radiological Instrumentation Program (HRIP), and the Hanford Radiological Records Program (HRRP). HMESC shall:</p> <ol style="list-style-type: none"> 1. Manage the Hanford Site radiological control software for use by OHCs. 2. Provide DOELAP accredited external dosimetry services, including technical support, documentation, and dosimeter preparation and processing, based on the types and quantities of external dosimetry required by OHCs. 3. Provide DOE Laboratory Accreditation Program (DOELAP) accredited internal dosimetry services, including technical support, documentation, and analyses, based on the types and quantities of internal dosimetry required by OHCs. 4. Provide HRRP Service, which consists of management and preservation of current and former radiation monitoring records for DOE employees, Hanford contractors, sub-contractors, and visitors, including records of existing and past Hanford Site radiation dosimetry policies and practices. 5. Provide calibration, maintenance, and repair services as defined in ANSI 323-1978 for a broad range of portable and semi-portable radiological instrumentation, including technical support and documentation, based on the types and quantities of portable and semi-portable radiological instrumentation calibration, maintenance, and repair services requested by OHCs. 6. Provide a pool of radiological instrumentation available for loan to the OHCs when requested. <p>On an as-requested basis, the HMESC Contractor will provide dosimetry and bio-assay scheduling, dosimeter distribution, and other services commonly associated with "Dosimetry Operations." These services will be fully defined in the statement of work and agreed upon by the requesting party and the HMESC Contractor. OHCs shall request, and provide requirements for, service.</p>									
Direct Funded Services									
N/A									
Usage Based Services									
		Service		Service Type		Clarifications			
		Services 1, 2, 3 and 4 described above		Mandatory					
		Services 5 and 6 described above.		Optional					

Information Technology (IT) and Management

Table J-3.b-50. Service Number 50, IT Strategic Planning, Governance, Enterprise Architecture, and Program Management

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
50	IT Strategic Planning, Governance, Enterprise Architecture, and Program Management	Information	Receive input	Provide input	Provide input	Optional	Provide input	Provide input	Provide input
Service Description									
IT Strategic Planning, Governance, Enterprise Architecture, and Program Management assesses the current Information Resources/Content Management (IR/CM) technology infrastructure, systems, applications, and business practices and provides recommendations for improving the scalability and reducing the life-costs over the current approach. <ul style="list-style-type: none"> • OHCs to provide senior IT representatives for governance advisory board and input to strategic plans, governance packages, and the EA. • Contractors to provide detailed IT cost and performance information for Capital Planning Investment Control (CPIC), exhibit 53 and 300 submissions. OHCs shall bear internal implementation costs.									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide Strategic Planning Governance for the Hanford Site. • Develop a Governance Advisory Board and Enterprise Architecture (EA). • Provide coordination and update of the scope deliverables that are from a site perspective. • Support DOE for the Site coordination of CPIC data. 									
Usage Based Services									
		Service		Service Type		Clarifications			
N/A									

Table J-3.b-51. Service Number 51, Business Management Systems

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
51	Business Management Systems	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Optional
Service Description									
<p>The Business Management System (BMS) is a collection of various enterprise IT investments that provide core Enterprise Resource Planning functionality, such as supply chain management, financial management, business intelligence, human resource management, and other related functions.</p> <ul style="list-style-type: none"> The HMESc shall provide and maintain the BMS platform for the Hanford Site. OHCs shall request and provide requirements for service. 									
Direct Funded Services									
<ul style="list-style-type: none"> Business Management System lifecycle management, including operations, maintenance, and improvement. Operations, maintenance, and improvement of Hanford Site Business Systems: (BMS Finance, BMS Asset Suite (Supply Chain, Contracted Labor Time Recording, Automated Accrual System), BMS Human Resources Integrated System (Human Resources, Payroll, Pension, Benefits, Time Information System, Employee Self-Service, Health & Safety, Recruiting), BMS Sunflower (Property management), BMS Crystal (Crystal Enterprise Reporting), BMS Datamart (Data Warehousing for BMS), BMS Overtime Management System, etc. Operations, maintenance, and improvement of Hanford Site Systems (Hanford PeopleCORE, PopFon, Hanford Information System Inventory, Automated Distribution List System, Mail Services Information Network, etc.) Applications operations, maintenance, and improvement. 									
Usage Based Services									
Service			Service Type			Clarifications			
Project specific upgrades and modifications			Mandatory			DOE's strategic intent is toward consolidation and commercial products and away from costly custom developed one-off systems or modifications. Any severe gaps in the mission needs (and modifications or enhancements arising therefrom) between the BMS provider (the HMESc) and subscribers will be managed through the appropriate project, contract, and IT Governance Processes.			
Commercial-Off-the-Shelf (COTS) Integration			Mandatory						
Software Requirements Analysis & Design			Mandatory						
Consulting for Process Improvement activities			Mandatory						

Table J-3.b-52. Service Number 52, Geospatial Information Management

Service Number	Service Title	Interface Type	HMEESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
52	Geospatial Information Management	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
<p>Geospatial Information (relates the visualization, measurement, and analysis of features or phenomena that occur on the earth) supports the execution of requirements for worker health, land use planning, emergency response, etc., and is available to OHCs.</p> <p>OHCs to deliver data and input to Comprehensive Data/Site Management Strategy for spatial data. OHCs to make available the Contractor's geographic data for inclusion in the Clearinghouse.</p>									
Direct Funded Services									
<p>Develop and implement a comprehensive Hanford Geospatial Information Strategy (HGIS) and Implementation Plan to ensure that spatial data, information and documentation required for accomplishing the Hanford Site missions are captured, managed, and preserved.</p> <p>Act as a central Geospatial Clearinghouse to coordinate, capture, manage, and share geospatial information, including management of HGIS.</p> <p>Provide at least biennially one set of 12-inch and 3-inch aerial imagery and light detection and ranging (LIDAR).</p> <p>Create, maintain, and distribute general and business-specific Hanford Site maps.</p> <p>Manage the interactive web maps and their development platform.</p> <p>Manage the geographic information system software licenses on the Hanford Local Area Network.</p> <p>Provide integration, coordination, and acquisition support for aerial imagery.</p>									
Usage Based Services									
Service			Service Type			Clarifications			
Business-specific map services			Mandatory			Above and beyond general mapping service.			
Aerial imagery			Optional			Data acquisition must be provided consistent with site GIS Standards.			
Reproduction of large format maps			Optional			Map formats larger than 11 in. x 17 in.			
Binding or finishing for reproduction of products requiring methods other than stapling			Optional						

Table J-3.b-53. Service Number 53, Cyber Security – Classified and Unclassified Cyber Security

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
53	Cyber Security – Classified and Unclassified Cyber Security	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
Classified/Unclassified Cyber Security Program provides management, coordination, and expertise for areas relating to information assurance (“cyber” or “cyber security”) for government-owned systems, including General Support Systems (GSS), Industrial Control System (ICS), and Supervisory Control and Data Acquisition (SCADA) Systems. These systems also identify and protect classified, unclassified, and sensitive information generated, processed, and stored for the Hanford Site.									
<ul style="list-style-type: none"> OHCs shall manage and execute classified (National Security Systems) and unclassified cyber security responsibilities consistent with DOE requirements and the centralized program. OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> Implement a centralized Hanford Site \Computer Security Program and act as the primary Site-wide integrator for cyber security and cyber engineering. Provide a Hanford Site Classified and Unclassified Information Systems Security Manager(s) and Officer(s); develop Hanford Information Systems Security Plans; ensure that systems are certified and accredited; and implement the Cyber Security Training Program. Provide administration, implementation, operations and program oversight. Provide basic support for Cyber Security investigation, analysis, and incident response. Coordinate and update the scope deliverables that are from a site perspective. Support DOE for the site coordination of cyber data. 									

Usage Based Services		
Service	Service Type	Clarifications
Accreditation testing services	Mandatory	Services related to obtaining and maintaining an Authorization To Operate (ATO), such as the Security Test and Evaluation (ST&E) and Continuous Monitoring (CM) control tests for mission-specific (i.e., non-site-wide) systems or projects.
Cyber Engineering	Mandatory	Planning and implementing systems with information technology components, including SCADA/ICS, including customer support with the interpretation of cyber requirements, the integration of those requirements with the project requirements, and the creation and coordination of appropriate documentation, such as risk acceptance packages, System Security Plans, etc.
Cyber Incident Response Extensive Remediation	Mandatory	Additional charges may apply for extensive cyber remediation efforts associated with incident response and notification.
Extensive Support for Cyber Investigations and Analysis	Mandatory	Additional charges may apply for extensive support, such as in-depth forensics for Cyber Security investigation and analysis.

Table J-3.b-54. Service Number 54, Network Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
54	Network Services	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Optional	Receive service and provide input	Receive service and provide input	Optional, except DOE
Service Description									
Network Services consist of the General Support Systems (GSS), National Security Systems (NSS), Industrial Control Systems (ICS), and Supervisory Control and Data Acquisition (SCADA) systems infrastructure used by DOE and OHCs.									
<ul style="list-style-type: none"> • OHCs shall request and provide requirements for service. • Maintenance and operation of the information/communication infrastructure included in usage service rates. 									
Direct Funded Services									
N/A									

Usage Based Services		
Service	Service Type	Clarifications
Network Services		
Network Infrastructure	Mandatory	Physical and virtual file servers, initial or refreshed, supporting the infrastructure and shared application file servers will be provided as part of Network Services. File Servers, whether physical or virtual, used in support of dedicated applications are the responsibility of the application owner for initial purchase and refresh.
Network Operations Center	Mandatory	
Network Administration, Management, and Maintenance	Mandatory	
Internet Support Service	Mandatory	
Engineering and Configuration	Mandatory	
Software Distribution	Mandatory	Infrastructure component costs of the Software Distribution service are covered under the Network Services Fixed Unit Rate. For each application added to, or updated in, the software distribution system, the requesting organization is responsible for the application licensing costs as well as the labor required to setup the application install.
User Services		
Maintenance and Software License Mgmt.	Mandatory	
Technology Support for Hardware/Software	Mandatory	
Technical Computer Support via Help Desk	Mandatory	
Desk-side Software Support	Mandatory	
User Account Administration	Mandatory	
E-mail Administration and Support	Mandatory	
AutoCAD Technical Support	Mandatory	
Mobile Device Management	Mandatory	
Workstation Deployment/Retirement	Optional	

Table J-3.b-55. Service Number 55, Radio Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
55	Radio Services	Service	Provide service	Receive service	Receive service	N/A	Receive service	Receive service	Receive service
Service Description									
Radio Services provides radio communication infrastructure and licensing for the Hanford Site. <ul style="list-style-type: none"> • OHCs shall use the radio spectrum licensing and follow the Hanford Site Radio Frequency Policy. • OHCs shall request and provide requirements for service. • If procuring radios, OHCs must comply with Hanford Site Specifications. Equipment (radios, antennas, etc.) costs are the responsibility of OHCs. • Program administration and oversight, including management of radio spectrum licensing and design, engineering integration, operations and maintenance, installation, upgrade and required system calibration services, and registration of radio frequencies with the National Telecommunications and Information Administration. • Provide engineering, maintenance and operations of emergency and non-emergency radio communication services, including associated infrastructure, including two-way, Fire Dispatch, Safety and Emergency Preparedness, and Security Systems. 									
Direct Funded Services									
N/A									
Usage Based Services									
Service		Service Type			Clarifications				
Emergency radio services		Mandatory							
Craft radio services		Optional							

Table J-3.b-56. Service Number 56, Pager Services

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
56	Pager Services	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
Pager Services provides the electronic network and devices for Hanford Site PAGING. Maintenance, operations, and account administration of the Government-owned Hanford Site Pager Infrastructure and Commercial Pager Services, including site, regional and national paging services, along with system designs, integration, maintenance, frequency management, associated engineering services, and support to manage regional, international, and nonstandard inventory for pager replacement parts included within pager service rates. OHCs shall request and provide requirements for service.									
Direct Funded Services									
N/A									
Usage Based Services									
UBS									
		Service Type		Clarifications					
Emergency response pagers		Mandatory		Required for emergency personnel.					
Other pager services		Optional							

Table J-3.b-57. Service Number 57, Telephone Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
57	Telephone Services	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Optional	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
<p>Telephone Services function consist of the Hanford Site Telephone Exchange activities that encompass voice, data, special circuits, 9-1-1 support, and attendant/operator services to Hanford Site Programs, Projects, and Support Organizations.</p> <ul style="list-style-type: none"> The HMESC shall provide and maintain telecommunications capability and capacity sufficient to meet the needs of the Hanford Site, encompassing those systems required to maintain data transmissions, including local, state, national, and international subscribers; data and network circuits; off-premise stations; telephone service to offsite offices occupied by Hanford Site end-users; alerting systems; and other miscellaneous voice and data circuits. OHCs shall request and provide requirements for service. 									
Direct Funded Services									
N/A									

Usage Based Services		
Service	Service Type	Clarifications
Digital Line Telephone Services: which includes Integrated Services Digital Network (ISDN); Primary Rate Interface (PRI); Digital Signal One (DS1), and Voice Over Internet Protocol (VoIP) lines	Mandatory	
Analog Line Telephone Services, where available	Mandatory	
Special Circuit Services	Mandatory	
High Capacity Fiber Optic Circuit	Mandatory	
Trunk Circuits	Mandatory	
Service Orders	Mandatory	
Service Requests – Repair	Mandatory	
Site E911 support activities	Mandatory	
VoIP Telephone Services	Mandatory	

Table J-3.b-58. Service Number 58, Information Systems

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
58	Information Systems	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Optional, except DOE
Service Description									
<p>System Acquisition, Development, and Information Systems provides integrated business, technical, and project information systems including management and performance of steady-state operations, maintenance, development and enhancements for Hanford Site Data Systems, and support to project and business functions.</p> <p>Coordination of IT acquisition and/or deployment, regardless of the originating entity, must adhere to process as defined by the Governance Advisory Board and approved by the Hanford Federal Chief Information Officer (CIO). This includes externally hosted systems, such as cloud providers or corporate systems. This applies to coordination only, not actual purchases.</p> <p>OHCs shall request and provide requirements for service.</p>									
Direct Funded Services									
Provide database management, video-teleconferencing (VTC) support services, software and systems engineering, system development, systems operations and maintenance (O&M), software testing, software configuration management, and application hosting services.									
Usage Based Services									
Service					Clarifications				
System Integration/Interface Services			Mandatory	Integration/interface services for mission-specific (i.e., non-sitewide) systems.					
System Hosting			Optional	Systems need not be hosted locally, provided the governance process is in accordance with the System Acquisition/Deployment Services and appropriate requirements (e.g., cyber security, Records) are met.					
System/Software Development Services			Optional	Systems and Software need not be locally developed, provided the governance process is in accordance with the System Acquisition/Deployment Services and appropriate requirements (e.g. cyber security, Records), standards, and enterprise architecture is met. The most expedient and compliant mechanism for OHCs should be to acquire and fund these services via the HMESC.					

Table J-3.b-59. Service Number 59, Federal Records Inventory and Schedule Management

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
59	Federal Records Inventory and Schedule Management	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Optional	Receive service and provide input	Receive service and provide input	Receive service and provide input, except PNNL
Service Description									
Inventory and Schedule Management provides the Hanford Site-wide Records Inventory and Disposition Schedule (RIDS) Database for inventorying and scheduling Federal Records of contractor providing service and for designated contractors including those documenting the missions, programs, projects and administrative functions. This work addresses records (and non-records) originated or held by the covered contractors and includes records in media, including electronic systems, databases, spreadsheets, microform, photo/negatives, hard copy paper, and other formats and media.									
OHCs shall provide RIDS Database information.									
OHCs shall bear internal implementation costs.									
Direct Funded Services									
Provide Hanford Site-wide RIDS Database for Hanford Site Federal Records.									
Provide Site-wide standards and procedures for Federal Records Inventory and Schedule Management.									
Inventory and scheduling service.									
Usage Based Services									
Service					Clarifications				
Inventory and scheduling service beyond the basic service					Mandatory				

Table J-3.b-60. Service Number 60, Major Collection Management

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
60	Major Collection Management	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	(Optional)	Receive service and provide input	Receive service and provide input	Receive service and provide input, except PNNL (Includes MAPR)
Service Description									
Major Collection Management provides continued maintenance of significant collections of records. Examples of major collections include engineering drawings, photographs/negatives, videotapes, etc. OHCs shall meet the requirements of Major Collection Management including implementation. OHCs shall bear internal implementation costs.									
Direct Funded Services									
<ul style="list-style-type: none"> • Manage the Major Collection Program. • Ensure that records in identified collections are indexed, authenticated, metadata complete, and accessible to those that have a business requirement. • Maintain the historical photography collection. • Provide imaging, indexing, and verification of hard copy engineering documents/drawings as released through a document control/configuration system. 									
Usage Based Services									
					Service Type				
					Clarifications				
Additional imaging of documents/records not covered					Mandatory				
Controlled document distribution					Mandatory				

Table J-3.b-61. Service Number 61, Long-Term Records Storage

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
61	Long-Term Records Storage	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
Long-Term Records Storage provides for physical storage of over 110,000 ft ³ of inactive records in various hard copy medium (paper, photographs, video, tapes, etc.) for DOE and the Hanford Site. OHCs shall deliver and pickup records.									
Direct Funded Services									
<ul style="list-style-type: none"> • Program administration and long-term physical storage for paper and other hard copy media records and maintain information systems to manage that collection. • Establish and maintain program procedures and process for record storage for Hanford Site. • Receipt, storage and standard shipment and retrieval of records between the Records Holding Area (RHA) and Federal Records Center (FRC). 									
Usage Based Services									
Service					Clarifications				
Overnight or express shipment of records from FRC to RHA at Hanford Site Contractor request					Mandatory				
Inventorying of content and packaging					Optional Standard record storage procedure and process requirements apply to OHCs.				

Table J-3.b-62. Service Number 62, Multi-Media Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
62	Multi-Media Services	Service	Provide service and receive input	Receive service and provide input, as applicable					
Service Description									
Multi-media Services provides for the development, production, or acquisition of photos, videotapes, movies, audio productions, and other similar types of media. OHC shall: <ul style="list-style-type: none"> • Comply with Hanford Site multi-media standards. • Provide multi-media records produced by others to service provider for records. OHCs shall bear internal implementation costs.									
Direct Funded Services									
<ul style="list-style-type: none"> • Maintain Multi-media Site standards. • Multi-media organization shall be a centralized resource for the Hanford Site. The contractor shall establish the standards and written procedures that shall be used by OHC and DOE to inventory photographs, videos, etc., identified as records. The standards/procedures shall direct that photos, videos, etc. taken or acquired are indexed, and the images/photos are merged into a Hanford Site Archive or Clearinghouse. • Maintain, manage and provide a central repository for photos and videos to be used by other onsite contractors. • Perform an annual self-assessment which demonstrates the relative success of efforts to collect, index, and manage relevant photographic images in the central repository. 									
Usage Based Services									
Service			Service Type			Clarifications			
Centralized ready-to-serve photography and video services to the Hanford Site			Optional						

Table J-3.b-63. Service Number 63, Site Forms Management

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
63	Site Forms Management	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	Receive service and provide input
Service Description									
<p>Site Forms Management consists of a centralized and configuration-controlled forms management program that applies consistent design and promotes the use of electronic forms in gathering electronic record information to electronic records systems. The forms management program also facilitates other configuration controlled items such as labels and signage.</p> <p>New form design and revision of existing forms using Adobe Acrobat¹ and Microsoft Word² applies only to those forms that are or will become official records. OHCs are allowed to create and maintain unique forms relevant solely to their internal use, unless otherwise prohibited by Site policy. OHCs shall bear internal implementation costs.</p>									
Direct Funded Services									
<ul style="list-style-type: none"> Administer the Hanford Site Forms Management System and Process, and design electronic forms for interactive use, as well as, conventional hard copy forms. Develop/design/revise/approve electronic and hard copy forms, eliminate obsolete or duplicate forms, maintain Hanford Site Forms Historical Records via the site Records Management Program, and maintain the system for centralized configuration management of site electronic and conventional hard copy forms. 									
Usage Based Services									
		Service		Service Type		Clarifications			
N/A									

¹ Adobe Acrobat is the Registered Trademark of Adobe Systems, 151 South Almaden Boulevard, San Jose California.

² Microsoft Word is the Registered Trademark of Microsoft Corporation, One Microsoft Way, Redmond Washington.

Business Services
 Table J-3.b-64. Service Number 64, Personal Property Management Program

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
64	Personal Property Management Program	Information/Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Optional	Receive service and provide input	Receive service and provide input	Receive service and provide input, as applicable (PNNL DOE-EM owned equipment)
Service Description									
<p>Personal Property Management Program consists of Sitewide processes and procedures for centralized personal property management functions, such as recycling of precious metals and processing equipment that is no longer needed through the Excess Property System. Tracking of DOE-owned, contractor-managed property (Sitewide) is accomplished by means of decentralized data entry into the primary property management Sitewide database (Sunflower Asset Management System [SAMS]). The Program also manages the centralized storage and staging of equipment and inventory through the use of various onsite warehouses.</p> <p>HMESC provides the following services:</p> <ul style="list-style-type: none"> Operate the Hanford Centralized Consolidation/Recycling Center (CCRC) to consolidate universal wastes (lamps, batteries and mercury-containing equipment) elemental mercury, aerosol products, lead-acid batteries, electric ballasts or capacitors, used shop towels, used oil, spent antifreeze and electronic equipment and provide for the disposition of these materials. Provide a Sitewide Personal Property Management Program that provides for tracking of accountable personal property, management of the property management database (SAMS), including providing Sitewide property management reports and other related systems; central precious metals recycling program; excess property dispositioning in accordance with FAR 52.245-1 and 41 CFR 109; and equipment transfers and loans. Manage the central warehouse shipping and receiving facility. As required, provide for delivery of inventory items to onsite locations managed by other contractors. Manage the assigned convenience storage and spare parts warehouses, and other assigned warehouses. As required, provide for delivery of inventory items to onsite locations managed by other contractors. Manage the supply chain and evaluate Sitewide demand, usage trends, and programmatic requirements to act as lead in the reduction of existing line item site inventory to the lowest achievable levels. Provide central shipping and receiving services for OHCs at locations mutually agreed upon by the HMESC and receiving Contractor. <p>OHCs deliver input to HMESC including warehouse requirement needs, Property Information Data Systems (PIDS) Data, and Contractor Balanced Scorecard Report Data; and deliver property no longer required. Costs for internal implementation and execution of program is the responsibility of the OHCs.</p>									

Direct Funded Services		
Provide the services listed above.		
Usage Based Services		
Service	Service Type	Clarifications
Delivery of excess materials to the CCRC	Optional	
Delivery of excess property for disposition	Optional	

Table J-3.b-65. Service Number 65, External Affairs

Service Number	Service Title	Interface Type	HMSC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
65	External Affairs	Information/Service	Provide service and receive support	Provide support	Provide support	Provide support	Provide support	Provide support	Provide support, as applicable
Service Description									
External Affairs includes assistance to DOE in its programs to communicate with outside entities for Hanford Site Tours and information. OHCs shall provide technical staff support when their facilities or waste sites are visited, to include guides/speakers, and handouts, when the tour involves respective Hanford Site Contractor work scope, and DOE requests. OHCs shall bear internal implementation costs.									
Direct Funded Services									
<ul style="list-style-type: none"> • Support DOE program administration and integration for External Affairs Program and Information. • Support DOE's management of the internal and external Hanford Site Websites. • Work with DOE to strategize, plan, arrange logistics for, and conduct or support Hanford Site tours and visits to projects/facilities by external parties as requested. • Provide transportation; coordinate badging; work with OHCs, as needed; and provide guides/speakers, handouts, and refreshments, as appropriate or as requested. • Provide information and assistance to DOE for activities to the <i>Freedom of Information Act</i> (FOIA) and <i>Privacy Act</i>. • Provide program administration. 									
Usage Based Services									
Service			Service Type			Clarifications			
N/A									

Table J-3.b-66. Service Number 66, External Reviews

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
66	External Reviews	Information	Receive support	Provide support	Provide support	Provide support	Provide support	Provide support	Provide support, as applicable
Service Description									
External Reviews provide support to DOE during audits and assessments from outside entities having oversight responsibility for DOE and their contractors. These entities include the Defense Nuclear Facilities Safety Board, the Government Accountability Office, the DOE Office of Inspector General, and other governmental and Department of Energy oversight organizations, such as the Office of Health, Safety, and Security and Office of Enforcement. <ul style="list-style-type: none"> • OHCs shall provide support to the HMESC, as directed by DOE, in their External Reviews responsibilities. • OHCs shall provide support for Sitewide or crosscutting reviews. OHCs shall bear internal implementation costs.									
Direct Funded Services									
<ul style="list-style-type: none"> • Support DOE in hosting staff from auditing and assessing organizations, providing or coordinating required presentations, responding to information requests, coordinate Sitewide or crosscutting reviews, and by providing required subject matter experts to respond to questions and information requests. • Provide program administration. 									
Usage Based Services									
Service			Service Type			Clarifications			
N/A									

Table J-3.b-67. Service Number 67, Courier Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
67	Courier Services	Service	Provide service	Receive service	Receive service	Receive service	Receive service	Receive service	Receive service, as applicable
Service Description									
Courier services for the Hanford Site includes delivery and pickup of miscellaneous items, such as calibrated instruments, medical samples, equipment to be repaired, essential (time-sensitive, critical) documents, and pickup and shredding of classified documents. OHCs shall request and provide requirements for service.									
Direct Funded Services									
N/A									
Usage Based Services									
Service			Service Type			Clarifications			
Courier services as identified			Optional			<ul style="list-style-type: none"> Services are available 6:30 a.m. – 11:30 a.m. on the Hanford Site 4x10 Work Schedule, excluding the HMESC holidays. Service is provided on an “as available” basis. 			

Table J-3.b-68. Service Number 68, Mail Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
68	Mail Services	Service	Provide service	Receive service	Receive service	N/A	Receive service	Receive service	Receive service, as applicable
Service Description									
Mail Services for the Hanford Site includes delivery to major building/locations and relies on the serviced organization/company to deliver mail to individuals within their respective organizations.									
<ul style="list-style-type: none"> • Mail delivery once a day, Monday through Friday, excluding Hanford Site closure holidays. • OHCs shall be responsible for mail distribution to contractor staff within their facility. 									
Direct Funded Services									
<ul style="list-style-type: none"> • Manage Mail Services; • Provide for basic mail services, including postage fees, pickup and delivery of interplant and U.S. Postal mail to customers. The work scope includes the pickup, routing and delivery of interplant mail (i.e., mail that does not leave the Hanford Site); • Distribute and pickup mail at defined locations in the contractor's facilities; and • Provide postage. 									
Usage Based Services									
Service		Service Type		Clarifications					
N/A		Mandatory							

Table J-3.b-69. Service Number 69, Reproduction Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
69	Reproduction Services	Service	Provide service	Receive service	Receive service	Optional	Receive service	Receive service	Receive service (DOE Mandatory)
Service Description									
Reproduction Services provides large volume document reproduction services and manages the convenience copier contract. Reproduction includes duplication of paper, digitally transmitted documents, and engineering drawings; high-volume copying services; color copies; forms reproduction; special bindings; tabbing, etc. <ul style="list-style-type: none"> • OHCs shall be responsible for identifying convenience copier locations to service provider. • OHCs shall request and provide requirements for service. 									
Direct Funded Services									
N/A									
Usage Based Services									
Service					Clarifications				
Large Volume Reproduction			Mandatory	Work that cannot be performed onsite by Reproduction Services or is above a threshold established by the Government Printing Office (5,000 production units of one page or 25,000 production units in the aggregate of multiple pages) will be submitted to U.S. Government Printing Office (GPO) by Reproduction Services.					
Convenience Copiers			Optional						

Real Property Asset Management

Table J-3.b-70. Service Number 70, General Purpose Facility Planning and Management

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users						
70	General Purpose Facility Planning and Management	Service	Provide service and receive input	Provide input	Provide input	N/A	Provide input	Provide input	Provide input, as applicable						
Service Description															
The HMESC, as lead, to evaluate demand and supply of facilities through coordination and integration with DOE and OHCs to collectively develop, maintain, and implement a strategy and objective to support and improve operational efficiencies, and to effectively and accurately manage general purpose facility space needs. <ul style="list-style-type: none"> • OHCs shall bear internal implementation costs for facility data entry and management. This includes sharing software license(s) costs. • OHCs shall participate to develop a Sitewide strategy and objectives for facilities management and utilization of space and deliver facility information, such as, but not limited to floor plans, special data, and occupancy data. • OHCs shall participate in a Joint Contractor Space Utilization Board and implementation of the Sitewide Facility System platform and software maintained by the HMESC for the integrated, central inventory of Hanford Site Facilities and Structures. 															
Direct Funded Services															
Provide program administration to maintain and document facility strategy and objectives, and administration of the facility system, including assisting OHCs with computer aided design (CAD) and data entries.															
Usage Based Services															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Service</th> <th style="width: 40%;">Service Type</th> <th style="width: 40%;">Clarifications</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>										Service	Service Type	Clarifications	N/A		
Service	Service Type	Clarifications													
N/A															

Table J-3.b-71. Service Number 71, Facility Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
71	Facility Services	Service	Provide service and receive input	Receive service and provide input	Receive (limited) service and provide input	N/A	Receive (limited) service and provide input	Receive service and provide input	Receive service and provide input (N/A for PNNL)
Service Description									
Facility Services is a central maintenance function for non-radio logical facilities. <ul style="list-style-type: none"> The HMESC shall provide management and administrative oversight for requested facility services, including planning and directing the work. The HMESC shall provide for the following facility services in support of the OHCs: Facility painting, sign painting, carpentry, refrigerated equipment service, installation, pipefitting, electrical, sheet metal, instrumentation, cement finishing, glazier work, custodial, movers, equipment calibration, and heating, ventilation, and air conditioning (HVAC) maintenance and repair. OHC users shall request and provide requirements for service. 									
Direct Funded Services									
N/A									
Usage Based Services									
Service			Service Type			Clarifications			
Provide Facility Services for systems, structures, components, and facilities			Mandatory			TCC and 222-S Lab shall receive (mandatory) refrigerated equipment service, custodial service and movers service upon request and provide input to the HMESC. All other services for TCC and 222-S Lab are optional.			

Table J-3.b-72. Service Number 72, Condition Assessment Surveys

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
72	Condition Assessment Surveys	Planning	Provide service and receive input	Receive service and provide input, as applicable					
Service Description									
<p>Condition Assessment Surveys are used to assess the current material condition of facilities, structures, systems, and equipment, and documents maintenance deficiencies. The assessment information for each assessed item is entered into the Condition Assessment Information System (CAIS), which provides an estimate of maintenance upgrade costs.</p> <ul style="list-style-type: none"> OHCs shall enable access for conducting onsite condition assessments. OHC shall bear internal implementation costs to support condition assessment survey inspections and to provide condition assessment survey planning and inspection data as needed by the Condition Assessment Survey Administrator. Service Recipients' Point of Contract (POC) are responsible for the overall coordination of support for the Condition Assessment Surveys inspection program within their company. Upon the request of the Condition Assessment Surveys Administrator, the Service Recipients POCs shall: <ul style="list-style-type: none"> Provide planned maintenance costs. Provide planned facility shutdown year. Resolve scheduling issues between Condition Assessment Surveys Administrator and Facility Managers. Provide facility access and support during Condition Assessment Surveys inspections as needed. Review results of the Condition Assessment Surveys inspection and provide feedback to the Condition Assessment Surveys Administrator. 									
Direct Funded Service									
<ul style="list-style-type: none"> Manage the Hanford Site Condition Assessment Surveys Program's condition assessment survey/CAIS and provide for the administration of and execution of the condition assessment survey inspection program in order to accurately evaluate the existing state of specific facilities and identifying the deferred maintenance liability. Coordinate the necessary inspection activities with the various site contractors that have eligible facilities for condition assessment survey inspections. Make the condition assessment survey data available to OHCs. Administer the Condition Assessment Survey Program. 									
Usage Based Services									
					Service Type				
					Clarifications				
N/A									

Table J-3.b-73. Service Number 73, Facility Information Management System (FIMS)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
73	Facility Information Management System (FIMS)	Planning	Provide Service and receive input	Receive service and provide input, as applicable					
Service Description									
<p>DOE uses FIMS as the complex-wide real property database for real property, which provides an inventory and management tool that assists with planning and managing real property assets. FIMS is centrally managed at DOE Headquarters.</p> <ul style="list-style-type: none"> OHCs shall deliver FIMS Data and input to the Comprehensive Data/Site Management Strategy for spatial data. Service Recipients POCs are responsible for the overall coordination of FIMS Data requests within their company. This coordination may include the development or gathering of data, validation of data, and timely reporting of data to ensure compliance with reporting deadlines provided by the HMESC FIMS Administrator. In the event that supplementary data is available, for a given data request, the OHCs shall validate the data for accuracy and submit it to the FIMS Administrator as part of the data reporting process. <p>OHCs shall bear internal implementation costs.</p>									
Direct Funded Services									
<ul style="list-style-type: none"> Manage the local effort for FIMS, meeting specific, annual reporting requirements, and shall be responsible for collecting data from OHCs in order to meet mandatory reporting requirements. Provide program administration and administration of the FIMS Database and Program. Support HQ reporting and annual validation exercises including meeting criteria described in the annual direction from DOE. 									
Usage Based Services									
Service			Service Type	Clarifications					
N/A									

Table J-3.b-74. Service Number 74, Locksmith Services

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
74	Locksmith Services	Service	Provide service and receive input	Receive service from and provide input	Receive service from and provide input	N/A	Receive service from and provide input	Receive service from and provide input	Receive service from and provide input (N/A for PNNL)
Service Description									
Locksmith Services include installation, replacement, and maintenance of locks, keys, and access control systems for the protection of nuclear materials (including special nuclear material [SNM]), facilities with radiological/toxicological sabotage concerns and classified matter, and Government property within Government/Contractor facilities and Government-leased and Contractor-leased Facilities across the Hanford Site. Physical security access control requirements are provided by Physical Security.									
Direct Funded Services									
N/A									
Usage Based Services									
Service			Service Type			Clarifications			
Installation, replacement, and maintenance of locks, keys, and access control systems			Mandatory						

Environmental Stewardship and Management
 Table J-3.b-75. Service Number 75, Land-Use Planning and Management

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
75	Land-Use Planning and Management	Information/Service	Provide service and receive input	Request service and provide input	Request service and provide input	Request service and provide input per ICD 09 – Land for Siting	Request service and provide input	Request service and provide input	Request service and provide input, as applicable
Service Description									
<p>Land-Use Planning and Management consists of land-use planning (for the Hanford Site, in general and specific parcels) and management (including day-to-day implementation of the Comprehensive Land-Use Plan [CLUP]).</p> <ul style="list-style-type: none"> OHCs shall support and provide input to the Land-use Planning and Management Program, including providing input to the Five Year Site Plan (FYSP), obtaining excavation permits, utilizing site selection process, complying with the CLUP and its associated implementation documents, and providing input to develop new or update existing Plans. OHCs shall implement program for Land-use planning and management for real property at the Hanford Site. OHCs shall support the Site Selection and Evaluation Process by providing advance notice and necessary information to support, site evaluation, and adhere to conditions of approval or rejection. OHCs shall support land use restrictions aligned with the CLUP and implementing documents (e.g., equivalent to land use “zoning, cultural, and environmental protection.”) 									
Direct Funded Services									
<ul style="list-style-type: none"> Implementation and management of CLUP. Develop the FYSP for the Hanford Site in coordination with OHCs. Perform management of real property at the Hanford Site for DOE and coordinate the use of real property among OHCs. Perform a range of real property activities, such as conducting land-use planning for areas and specific parcels; conducting reviews and integrating land-use requests for new facilities, infrastructure systems, land improvements, or change of land use; conducting land management activities, including day-to-day implementation of the CLUP; managing land use requirements and beneficial reuse of land; and conducting real estate activities in the out-grant and disposal of real property or interests therein. Administer and manage the Site Selection and Excavation Permit Processes. Monitor and assess the use of real property to assure compliance with restrictions, such as institutional controls and land use “zoning”. Manage real property by reviewing property uses, reclassifying land use and facilities, investigating and characterizing land, monitor misuse of property or encroachments, identifying orphan or unknown land uses (e.g., non-pristine land, hazards, and waste sites), dispositioning non-permitted activities; and tracking and documenting land-use occurrences and activities. Provide program administration. 									

Usage Based Services		
Service	Service Type	Clarifications
Excavation permits	Mandatory	

Table J-3.b-76. Service Number 76, Borrow Pit Management

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
76	Borrow Pit Management	Service	Provide service and receive input	Receive service and provide input	Receive service and provide input	Receive service and provide input per ICD 09 – Land for Siting and ICD 28 – Pit 30 Aggregate Supply for Construction	Receive service and provide input	Receive service and provide input	Optional
Service Description									
<p>The HMESc shall establish and manage the Hanford Borrow Pit Management Program.</p> <ul style="list-style-type: none"> Define and manage the program to collect borrow source material needs, via the ISAP Process, from the users and define/identify appropriate resources to meet these needs. Define pertinent procedures for effective and efficient management operations. Coordinate necessary interfaces within the HMESc and with OHCs to ensure effective program operations. Identify and coordinate necessary reviews, approvals, permit activities or authorizations (e.g., NEPA, <i>National Historical Preservation Act of 1966</i> [NHPA], etc.) necessary to secure and mine borrow source material. Staff program administrative activities as appropriate. <p>OHCs shall:</p> <ul style="list-style-type: none"> Provide input to the HMESc, via the ISAP Process, describing project lifecycle borrow source material needs, including but not limited to: material type, quantity, and schedule. Provide information and support to the HMESc (including internal contractor staff time where necessary) adequate to support necessary reviews, approvals, permit activities or authorizations (e.g., NEPA, NHPA, etc.) Assume costs for pit operations, material removal and transport. Assume costs for pit remediation. 									

Direct Funded Services		
The HMESC bears the cost burden of program administration. Hanford Site Contractors/users bear internal implementation costs.		
Usage Based Services		
Service	Service Type	Clarifications
N/A		

Table J-3.b-77. Service Number 77, Hanford Structure Responsibility Assignment Matrix (HSRAM) and Hanford Waste Site Responsibility Assignment Matrix (HWSRAM)

Service Number	Service Title	Interface Type	HMES	CPC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
77	Hanford Structure Responsibility Assignment Matrix (HSRAM) and Hanford Waste Site Responsibility Assignment Matrix (HWSRAM)	Information	Receive input	Provide input	Provide input	Provide input per ICD 09 – Land for Siting	Provide input	Provide input	Provide input
Service Description									
<p>The Hanford Structure Responsibility Assignment Matrix (HSRAM) and Hanford Waste Site Responsibility Assignment Matrix (HWSRAM) establishes assignment of responsibility for each facility and waste site to Site Contractors. This activity provides for maintenance, configuration control, and upgrading of the lists.</p> <ul style="list-style-type: none"> • OHCs shall provide facilities, structures, and wastes site data and input to update the HSRAM and HWSRAM. • OHC shall provide data and support on the facilities, waste sites, and activities to support maintenance of the HSRAM and HWSRAM. • OHCs shall provide periodic reviews of the HSRAM and HWSRAM taking ownership of the data quality for their facilities and waste sites. • OHCs shall align facility change data reporting to track major facility changes using definitions described in Appendix A. • OHCs shall ensure information provided is as complete, current, and accurate as reasonably possible. • OHCs shall notify the HSRAM POC upon discovering a discrepancy in data reported. • OHCs shall provide updates to the HSRAM POC as soon as a major facility change occurs. 									
Direct Funded Services									
<ul style="list-style-type: none"> • Maintain the HSRAM and HWSRAM serving as Administrator of the data, and is responsible for the platform for the data and Site-wide reporting. • Responsible for the Site-wide Configuration Control Process, and shall be responsible for collecting data from OHCs in order to meet mandatory reporting requirements. • Proposed changes in assignment of facilities must be ratified by DOE. • Management, maintenance, configuration control, and reporting of the HSRAM and HWSRAM. 									
Usage Based Service									
Service					Clarifications				
N/A									

Table J-3.b-78. Service Number 78, Post Cleanup Surveillance and Maintenance

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
78	Post Cleanup Surveillance and Maintenance	Information	Receive input	Provide input	Provide input	Provide input per ICD 09 – Land for Siting	N/A	N/A	N/A
Service Description									
<p>Elements within this work scope include engineered and non-engineered institutional controls designed to contain or to prevent exposures to potential residual contamination and waste, surveillance activities, record-keeping activities, inspections, groundwater monitoring, ongoing pump and treat activities, cap repair, maintenance of entombed buildings or facilities, maintenance of other barriers and containment structures, access control, and posting signs.</p> <ul style="list-style-type: none"> OHCs role is to provide input by preparing an area Transition and Turnover Package (TTP) in accordance with the approved TTP template. OHCs shall provide information for the Hanford Post Cleanup Program Plan, transition area Surveillance and Maintenance Plans, Annual NEPA Mitigation Action Plan Accomplishments, Institutional Controls Plan, CERCLA 5-year reviews, Site Transition Plans, and annual Site-wide institutional controls assessment. OHCs shall coordinate with the Hanford Post Cleanup Program Plan and provide input to the Transition and Turnover Packages for a given parcel or area of land. OHCs shall coordinate in development of CERCLA RODs including institutional controls to achieve consistency with the Post Cleanup Program Plan. OHCs shall provide information for the Hanford Site Institutional Controls Plan in accordance with Hanford Site CERCLA Records of Decision, Hanford Site RCRA Post Closure Plans, and RCRA Permit Corrective Action Modifications. Contractor turning over transfer shall pay for costs during transition, which includes but is not limited to, signs, plans, documentation, samples, use plans, project documents, surveillance and maintenance requirements, and monitoring plans. 									

Direct Funded Services		
<ul style="list-style-type: none"> • Post Cleanup Surveillance and Maintenance (post-remediated transferred sites Provide integrated planning of this work scope for the entirety of the Hanford Site. • Maintain the Hanford Post Cleanup Program Plan, the Surveillance and Maintenance Plans for each area of land transitioned from the Cleanup Program, and the SiteWide Institutional Controls Plan. • Perform required institutional control assessments for portions of the Hanford Site that have been assigned, and the coordinate with DOE and OHCs to compile the results of the annual Hanford Site-wide Institutional Controls Assessment. • Perform Hanford Site-wide CERCLA 5-year reviews including comment response, interim documentation, and lessons learned. • Provide program administration. 		
Usage Based Services		
Service	Service Type	Clarifications
N/A		

Environmental Integration

Table J-3.b-79. Service Number 79, Cultural and Historic Resource Program

Service Number	Service Title	Interface Type	HMEESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
79	Cultural and Historic Resource Program	Information/Service	Provide service and receive input	Receive service and provide input	N/A	Receive service and provide input, as applicable			
Service Description									
<p>The Cultural and Historic Resource Program administers the program for protecting Hanford Site cultural and historical resources, and documents and addresses real or potential Site-wide issues and their impacts; and assures compliance with associated laws, DOE directives, and legally-binding agreements.</p> <ul style="list-style-type: none"> OHCs shall provide information to perform NHPA Section 106 Reviews for their scope of work, and provide information and materials to support execution of the CLUP Cultural and Historic Resource Program Plan. In particular, mission contractors shall utilize the HMEESC's Project Records and Files for background research. OHC shall transfer Manhattan Project/Cold War Era objects and associated records and materials, if collected based on applicable regulations, to DOE's MAPR Contractor. OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> Manage the Cultural and Historic Resource Program. Provide Program administration. Monitor and support the resource protection activities of OHCs; coordinate surveys performed to document the occurrence of protected resources; evaluate and document impacts to protected resources; establish and maintain procedures for and manage Hanford Site cultural and historic resource site files (hard copy and electronic); short-term and long-term agreements for federally-owned artifact collections; and associated compliance project files for such work that occurs at the Hanford Site; and curate files and artifacts in accordance with 36 CFR 79, <i>Curation of Federally-Owned and Administered Archaeological Collections</i> (excluding the collection and management of artifacts from the Manhattan Project and Cold War Era [1943-1990] comprising the Hanford Collection). Manage professional staff/services to identify human remains and determine whether or not human remains are Native American during inadvertent discoveries of human remains and funerary objects in accordance with the applicability of the <i>Native American Graves Protection and Repatriation Act</i>. 									

Table J-3.b-79. Service Number 79, Cultural and Historic Resource Program

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
Usage Based Services									
	Service		Service Type	Clarifications					
	Conducting NHPA Section 106 reviews for OHCs specific projects		Mandatory	Includes obtaining or updating NHPA cultural exemptions in accordance with NHPA processes and legally binding agreements.					

Table J-3.b-80, Service Number 80, Procedures Management System

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP	222-S Lab	OccMed	Other Site Users
80	Procedure Management System	Service	Provide software training and services	Receive Services (OPTIONAL)	Receive Services (OPTIONAL)	N/A	Receive Services (OPTIONAL)	Receive Services (OPTIONAL)	Receive Services (OPTIONAL)
Service Description									
HMESC shall:									
<ul style="list-style-type: none"> • Provide, implement, administer, and maintain a procedures management software. • Provide initial and on-going system administrator training. 									
The HMESC and OHCs shall:									
<ul style="list-style-type: none"> • Manage their internal procedure management system activities, and develop suitable procedures that implement the procedure management system. 									
Direct Funded Services									
HMESC shall:									
<ul style="list-style-type: none"> • Procure, implement, administer, and maintain the procedure management system software at no cost to OHCs. • Provide initial and on-going system administrator training at no cost to OHCs. 									
OHCs shall:									
<ul style="list-style-type: none"> • Bear internal implementation costs for administrator training; and procedure management system implementation. 									
Usage Based Services									
Service									
Service Type									
Clarifications									
N/A									

Waste Stabilization and Disposition

Table J-3.b-81. Service Number 81, Low Level Waste (LLW) and Mixed Low Level Waste (MLLW) Treatment, Storage, and Disposal

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
81	Low Level Waste (LLW) and Mixed Low Level Waste (MLLW) Treatment, Storage, and Disposal	Physical	N/A	Provide Service and Receive Waste	Package and deliver to CPCC	Provide waste to TCC	Package and deliver to CPCC	N/A	Package and deliver waste, except DOE
Service Description									
This activity provides for LLW and MLLW Treatment, Storage, and Disposal. OHCs shall prepare waste, including packaging and treatment, and provide for waste transport. OHCs shall bear internal implementation costs.									
Direct Funded Services									
<ul style="list-style-type: none"> • Service includes one ramp access for waste unloading, waste storage, and waste disposal operations. • Operate the Low Level Burial Grounds to receive/dispose waste. 									
Usage Based Services									
Service					Clarifications				
Operate the Low Level burial grounds to receive/dispose waste.					Services required beyond the one ramp access.				
					Mandatory				

Table J-3.b-82. Service Number 82, Waste Disposal – CERCLA/RCRA Remediation Waste including Low Level Waste (LLW) and Contact-handled and Remote-handled (CH/RH) Mixed Low Level Waste (MLLW)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
82	Waste Disposal – CERCLA/RCRA Remediation Waste including Low Level Waste (LLW) and Contact-handled and Remote-handled (CH/RH) Mixed Low Level Waste (MLLW)	Physical	Deliver to	Deliver to	Deliver to	N/A	Deliver to	N/A	Optional
Service Description									
The CPCC Contractor shall perform transportation, treatment, storage, and disposal of CERCLA, RCRA, LLW, and Contact Handled/Remote Handled Mixed Low Level Waste (CH/RH-MLLW). OHCs shall request and provide requirements for service.									
Directed Funded Services									
Directed funded for one ramp operations (100 cans/day 4-days/week), usage based fees listed below are beyond one ramp operation.									
Usage Based Services									
Service		Clarifications							
Waste transportation		Mandatory Requiring Environmental Restoration Disposal Facility Waste Transportation Services.							
Waste treatment		Mandatory							
Waste storage		Mandatory							

Table J-3.b-83. Service Number 83, Immobilized Low Activity Waste (ILAW) Disposal

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
83	Immobilized Low Activity Waste (ILAW) Disposal	Physical	N/A	Receive and dispose	Deliver to CPCC	N/A	N/A	N/A	N/A
Service Description									
This activity provides for disposal of ILAW.									
Direct Funded Services									
<ul style="list-style-type: none"> • Provide ready-to-serve capability for 3 canisters/day with a maximum of 1300 canisters/year. • Operate the Integrated Disposal Facility and receive/dispose waste. 									
Usage Based Services									
Service					Clarifications				
Prepare and provide for transportation of ILAW to the IDF for disposal					Mandatory Waste generators incur incremental cost of work resulting from their waste.				

Table J-3.b-84. Service Number 84, Transuranic (TRU) and Transuranic Mixed Waste (TRUM) Packaging, Characterization, Certification, and Transportation

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
84	Transuranic (TRU) and Transuranic Mixed Waste (TRUM) Packaging, Characterization, Certification, and Transportation	Information/Physical/Service	N/A	Performs Service and receives TRU/TRUM Waste from OHCs, and coordinates with and supports WIPP Central Characterization Program (CCP)	Package and deliver TRU/TRUM	N/A	Package and deliver TRU	N/A	Except DOE, package and deliver TRU/TRUM
Service Description									
<p>This activity provides for receipt of TRU and TRUM from OHCs and certification and loading waste for shipment to the Waste Isolation Pilot Plant (WIPP) or other DOE approved Sites.</p> <p>Services include:</p> <ul style="list-style-type: none"> The CPCC Contractor shall receive waste from OHCs, and provide interim storage if required; The CPCC Contractor shall coordinate with and support Waste Isolation Pilot Plant (WIPP) Central Characterization Program (CCP) or other DOE-approved Sites' that will perform TRU/TRUM waste, treatment, certification and transportation activities offsite as a service to the CPCC Contractor. The CCP will provide the equipment for characterization of waste (if not already provided at Waste Receiving and Processing [WRAP]) (e.g. Real Time Radiography (RTR), assay, samplings, etc.); and perform certification, and shipping of waste to WIPP or other DOE Sites as a service to the CPCC Contractor. The CPCC Contractor shall identify ESH&Q interfaces and establish and implement appropriate ESH&Q Programs to support CCP. The CPCC Contractor shall provide the infrastructure to support CCP regarding characterization equipment (e.g., RTR, assay, sampling, loading, etc.) The CPCC Contractor shall perform assay of waste to segregate Low-Level and Low-Level Mixed waste. The CPCC Contractor shall operate and maintain the balance of the Waste Receiving and Processing (WRAP) Facility. The CPCC Contractor shall provide the necessary public release clearances to CCP generated documents. The CPCC Contractor shall provide mobile crane and crane operator support for mobile loading equipment to CCP. The CPCC Contractor shall provide container movements for CCP waste certification and transportation activities. The CPCC Contractor shall provide facility records, packaging records, and other documents necessary to prepare waste certification packages to CCP. The CPCC contractor shall coordinate treatment/packaging of suspect TRU waste with Tank Cleanup Contract (TCC) to minimize waste handling, which implements as low as reasonably achievable (ALARA) and minimizes worker exposure. <p>OHCs generators of TRU and TRUM waste shall provide waste to CPCC that complies with Hanford Site Waste Acceptance Criteria.</p>									

Direct Funded Services		
Provides ready-to-serve for waste receipt, and storage from OHCs.		
Usage Based Services		
Service	Service Type	Clarifications
N/A		

Table J-3.b-85. Service Number 85, Groundwater/Vadose Zone Integration

Service Number	Service Title	Interface Type	HMSC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
85	Groundwater/Vadose Zone Integration	Information / Service	Provide input	Provide service and receive input	Provide input	N/A	N/A	N/A	N/A
Service Description									
The Groundwater/Vadose Zone Integration activity maintains and controls Sitewide data and models used for groundwater/vadose zone analysis and coordinates Sitewide groundwater/vadose zone activities.									
<ul style="list-style-type: none"> OHCs shall participate in the CPCC Contractor's periodic planning and coordination meetings; and deliver modeling and risk assessment information. OHCs shall provide comments on the annual update to the Integrated Plan and Schedule for all soil and groundwater work, and the annual Groundwater Monitoring Report. OHCs shall supply groundwater analysis requirements and reporting of risk assessment data and analysis, input for the Fiscal Year Integrated Groundwater Monitoring Plan for the Hanford Site, comments on the <i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980</i> (CERCLA) Groundwater and Deep Vadose Zone Remediation Activity Progress Reports. OHCs shall provide data/information to CPCC on self-performed drill and sample soil borings that yield additional vadose zone characterization data. Hanford Site Contractors shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> Conduct the Groundwater/Vadose Zone Integration Project. Program administration. 									
Usage Based Services									
					Service Type				
					Clarifications				
N/A									

Table J-3.b-86. Service Number 86, Hanford Site Well Drilling and Decommissioning Planning

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users						
86	Hanford Site Well Drilling and Decommissioning Planning	Information	Provide input	Coordinate and provide and receive input	Provide input	N/A	N/A	N/A	Provide input						
Service Description															
This activity includes the interface necessary for drilling and decommissioning of Hanford Site wells.															
<ul style="list-style-type: none"> OHCs shall provide input for the Hanford Site Well Decommissioning Plan, CERCLA, RCRA, and Atomic Energy Act of 1954 (AEA) plans. OHCs shall bear internal implementation costs. 															
Direct Funded Services															
<ul style="list-style-type: none"> Coordinate with OHCs during the installation and maintenance of wells for the groundwater well network and maintain and implement the Hanford Site Well Decommissioning Plan. Program administration and coordination. 															
Usage Based Services															
<table border="1"> <thead> <tr> <th>Services</th> <th>Service Type</th> <th>Clarifications</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> <td></td> </tr> </tbody> </table>										Services	Service Type	Clarifications	N/A		
Services	Service Type	Clarifications													
N/A															

Table J-3.b-87. Service Number 87, Hanford Site-wide Transportation Safety Document

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
87	Hanford Site-wide Transportation Safety Document	Information/Service	Receive service and provide input	Provide service to site contractors	Receive service and provide input	N/A	Receive service and provide input	N/A	Receive service and provide input
Service Description									
<p>This service is applicable for less than Nuclear Hazard Category 3 shipments, executed in accordance with DOE O 460.1. The following services are provided by CPCC to the affected Hanford contractors:</p> <ul style="list-style-type: none"> • In conjunction with OHCs, develop and integrated the Hanford Site Transportation Document (TSD), DOE/RL-2001-36 • Perform the role of the TSD Configuration Manager as set forth in TSD • Provide administration of the TSD. • Obtain DOE review and approval of the TSD. • Control and maintain a website that includes all authorized Packaging Safety Documents, Special Packaging Authorization Shipment Evaluation Checklist, and tie down/internal load securement plans. • Affected OHCs shall assist CPCC in the development and approval of the TSD, participate in the TSD annual update, and perform the responsibilities set forth in the TSD. Affected OHCs must provide the information to CPCC to be included in the website. 									
Direct Funded Services									
<ul style="list-style-type: none"> • CPCC bears the cost burden of program administration and their internal implementation. • Affected Hanford Site contractors/users bear their respective internal implementation costs. 									
Usage Based Services									
Service					Service Type				
N/A					Clarifications				

Waste and Environmental Data Management
Table J-3.b-88. Service Number 88, Waste Forecast System – Solid Waste Information and Tracking System (SWITS) and Solid Waste Integration Forecast Technical Database (SWIFT)

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
88	Waste Forecast System – Solid Waste Information and Tracking System (SWITS) and Solid Waste Integration Forecast Technical Database (SWIFT)	Information	Provide data	Receive data	Provide data	Provide data	Provide data	Provide data	Provide data, except DOE
Service Description									
Waste Forecast System identifies future quantities of hazardous and radioactive waste generation for wastes managed by the contract.									
<ul style="list-style-type: none"> Operate and maintain SWITS and SWIFT, and shall make them available to OHCs. OHCs shall provide waste generation data. OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> Operate and maintain Waste Forecast System. Provide program administration. 									
Usage Based Services									
Basic Services		Service Type		Clarifications					
N/A									

Table J-3.b-89. Service Number 89, Hanford Environmental Data Integration

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
89	Hanford Environmental Data Integration	Information Service	Provide input	Receive data	Provide input	N/A	Provide input	N/A	Provide input, except DOE
Service Description									
Provides for maintenance, configuration control, and upgrading of key Hanford Site Environmental Assessment Databases. <ul style="list-style-type: none"> • Serve as Data Manager for the following information systems: <ul style="list-style-type: none"> - Hanford Environmental Information System (HEIS); - Sample Data Tracking (SDT) System; - Hanford Well Information System (HWIS); and - Waste Information Data System (WIDS). • OHCs shall provide data and support on the facilities and activities for maintenance of the above listed Hanford Site-wide Environmental Databases. • OHC shall supply information/data and are responsible for data quality. • OHC shall bear internal implementation costs. 									
Direct Funded Service									
Program administration and maintenance of identified Hanford Site-wide Environmental Databases.									
Usage Based Services									
Service			Service Type			Clarifications			
N/A									

Tank Farm Base Operations

Table J-3.b-90. Service Number 90, Vent and Balance

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
90	Vent and Balance	Service	Receive service	Receive service	Provide service	N/A	Receive service	N/A	Receive service as applicable
Service Description									
Vent and Balance 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.									
<ul style="list-style-type: none"> Perform cost-effective/efficient Vent and Balance Services (primarily HEPA filter testing and replacement) for Radiation Protection Program (RPP) Facilities and for the balance of the Hanford Site. Other Site Users shall request and provide requirements for service. 									
Direct Funded Service									
N/A									
Usage Based Services									
			Service Type			Clarifications			
Vent and Balance service			Mandatory						

Table J-3.b-91. Service Number 91, Steam Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
91	Steam Services	Service	N/A	Receive service	Receive service	N/A	N/A	N/A	N/A
Service Description									
The Energy Savings Performance Contractor (ESPC), under a separate prime contract, currently includes steam service to support heating and other operations at the Site and air compressors for twenty 300 Area Facilities. The ESPC 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.									
<ul style="list-style-type: none"> OHCs shall assume the operation and maintenance of the boilers from the ESPC. OHCs shall enable and lead successful transition of the boilers to ensure continued reliable steam supply. 									
Direct Funded Services									
<ul style="list-style-type: none"> ESPC shall deliver service to Hanford Site Contractors through 2021. The boiler serving the facility will be performed by the facility owner after the expiration of the ESPC. 									
Usage Based Services									
Basic Service					Service Type				
N/A					Clarifications				

Table J-3.b-92. Service Number 92, 200 Area Industrial and Radioactive Liquid Effluents Treatment and Disposal and Industrial Liquid Effluents Retention and Transfer

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users				
92	200 Area Industrial and Radioactive Liquid Effluents Treatment and Disposal and Industrial Liquid Effluents Retention and Transfer	Physical	Deliver	Deliver	Provide Service and Receive Effluents	N/A	Deliver	N/A	N/A				
Service Description													
This activity provides for treatment and disposal of industrial and radioactive liquid effluents in the 200 Area only. OHCs shall bear internal implementation costs.													
Direct Funded Services													
Operate the Effluent Treatment Facility (ETF), Liquid Effluent Retention Facility (LERF), 200 Area Treated Effluent Disposal Facility (TEDF), and the State Approved Land Disposal Site (SALDS) shall receive, treat, store, and dispose of industrial and radioactive liquid effluents from OHCs in the 200 Area.													
Usage Based Services													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Service</th> <th style="width: 50%;">Service Type</th> </tr> </thead> <tbody> <tr> <td></td> <td>Clarifications</td> </tr> </tbody> </table>										Service	Service Type		Clarifications
Service	Service Type												
	Clarifications												
N/A													

Table J-3.b-93. Service Number 93, WTP Support

Service Number	Service Title	Interface Type	HMESc	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
93	WTP Support	Information	Provide input	Provide input	Provide input	Provide service and receive input	N/A	N/A	N/A
Service Description									
WTP interface provides support for WTP Construction.									
<ul style="list-style-type: none"> Interface Control Documents (ICDs) identify interface requirements, technical and service gaps, and document issues in order to support efficient and timely construction, startup, commissioning, and operation of WTP. ICDs do not represent contractual obligations between the executing parties or the government. The WTP Construction Contractor shall maintain WTP Construction ICDs, including, but not limited to: <ul style="list-style-type: none"> ICD 1, <i>Raw Water</i>; ICD 2, <i>Potable Water</i>; ICD 3, <i>Radioactive Solid Wastes</i>; ICD 5, <i>Non-Radioactive, Non-Dangerous Liquid Effluents</i>; ICD 6, <i>Radioactive Dangerous Liquid Effluents</i>; ICD 9, <i>Land for Siting</i>; ICD 11, <i>Electricity</i>; ICD 12, <i>Roads</i>; ICD 14, <i>Immobilized High-Level Waste</i>; ICD 15, <i>Immobilized Low-Activity Waste</i>; ICD 19, <i>Low-Activity Waste Feed</i>; ICD 23, <i>Waste Treatability Samples</i>; ICD 28, <i>Pit 30 Aggregate Supply for Construction</i>; ICD 29, <i>Waste Sodium</i>; ICD 30, <i>Direct LAW Feed</i>; and ICD 31, <i>DFLAW Effluent Returns to Double-Shell Tanks</i>. OHCs shall bear internal costs associated with WTP Construction ICD participation, review, and approval. The HMESc, CPCC, and TCC Contractors will interface and participate with WTP Construction Contractor in the revision and approval of WTP Construction ICDs. 									

Direct Funded Services		
The TCC Contractor shall be responsible for coordinating, planning, and paying for the WTP Construction Contractor's Requirements for infrastructure, utility, and service support from the HMESC and CPCC Contractor's as identified in the Hanford Site Services and Interface Requirements Matrix.		
Usage Based Services		
Service	Service Type	Clarifications
N/A		

222-S Analytical Laboratory

Table J-3.b-94. Service Number 94, Integrated Analytical Planning

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
94	Integrated Analytical Planning	Information	Provide data	Provide data	Provide data	Provide data	Provide service and receive data	Provide data	Provide data, as applicable
Service Description									
Analytical Integrated Planning provides integrated Sitewide analysis plans, data quality objectives, and process and analytical technology support. <ul style="list-style-type: none"> • Interface with OHCs to develop sample analysis rates and waste generation estimates. • OHC shall use integrated planning products to plan sample analysis expenditures. • OHC shall provide input to support sample analysis planning. OHCs shall bear internal implementation costs.									
Direct Funded Services									
<ul style="list-style-type: none"> • Administer Analytical Integrated Planning Program. • 222-S Laboratory Integration. 									
Usage Based Service									
Service			Service Type			Clarifications			
N/A									

Table J-3.b-95. Service Number 95, Highly Radioactive Sample Analytical Services

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
95	Highly Radioactive Sample Analytical Services	Service	Receive services	Receive services	Receive services	N/A	Provide services to Site contractors	N/A	Receive services, as applicable
Service Description									
Provide highly radioactive sample analysis in support of Hanford Site Projects.									
<ul style="list-style-type: none"> OHCs shall develop annual Service Level Agreements to forecast funding requirements. OHCs receiving sample analytical services are responsible for shipping and dispositioning of excess sample material. OHCs shall bear internal implementation costs. 									
Direct Funded Services									
<ul style="list-style-type: none"> Receive and prepare samples, which are potentially highly radioactive; record and track samples and related waste materials; perform chemical and radionuclide analyses using necessary quality control and quality assurance; report the results and archive sample remainders as required by the customer. Highly radioactive sample analysis. 									
Usage Based Services									
Service									
Service Type									
Clarifications									
Reconstitution of samples			Mandatory						Pertains to samples that have been previously sampled and archived.
Packaging			Mandatory						For onsite and offsite shipping of highly radioactive samples.
Post analysis sample storage			Optional						Sample generators will be charged an annual storage fee for samples that are retained in archive.
Sample disposition			Mandatory						Sample generators will be charged all disposition costs for excess sample materials.

Table J-3.b-96. Service Number 96, Sample Analytical Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
96	Sample Analytical Services	Service	Receive services	Receive services	Receive services	N/A	Provide services to Site contractors	N/A	Receive services, as applicable
Service Description									
<p>Provide sample analysis in support of Hanford Site Projects for other than highly radioactive samples.</p> <ul style="list-style-type: none"> • OHCs shall develop annual Service Level Agreements upon which service fees will be based. • OHCs receiving sample analysis services are responsible for sample delivery. <p>Receive samples, prepare samples, record and track samples and related waste materials; perform chemical and radionuclide analyses using necessary quality control and quality assurance; report the results.</p> <p>Provide disposal services for samples with final disposition documentation, except as otherwise agreed.</p> <p>OHCs shall bear internal implementation costs.</p>									
Direct Funded Services									
Provides services as described in service description.									
Usage Based Services									
Service			Service Type			Clarifications			
Sample screening, brokering, and management of samples sent offsite			Optional			For samples that are being shipped offsite. If not done through the 222-S Laboratory Contractor, the final analytical report must be added to the Integrated Document Management System, so there is a record of sampling.			
Sample disposition			Optional			Sample generators will be charged all disposition costs for excess sample materials without a defined waste stream.			

Table J-3.b-97, Service Number 97, Occupational Medical Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
97	Occupational Medical Services	Service	Receive service	Receive service	Receive service	N/A	Receive service	Provides service to site contractors	Receive service; N/A for PNNL
Service Description									
<p>The OccMed Contractor provides occupational health services through occupational health services and health risk management services including, but not limited to:</p> <ul style="list-style-type: none"> • Timely test and examinations; • Occupational Health related evaluation and provide first aid services and emergency stabilization; • Medical monitoring programs; • Enhance worker health and wellness; • Medical support for emergency preparedness planning, drills, and response to actual emergencies; • Conduct epidemiological data gathering and health analyses; • Conduct efforts to reduce incidence of work-related illnesses and injuries; • Coordinate electronic data to the DOE Beryllium-associated Worker Registry; • Employee Assistance Program; • Industrial Hygiene support; • Immunization, such as influenza and other applications as deemed by Site Office Medical Director; • Provide ergonomic assessments and recommendations; • Hearing testing and noise hazard assessment for hearing conservation; • OHCs and DOE Management shall notify OccMed when an employee has been absent because of a work-related illness or injury for five or more consecutive work days; • Maintain Medical Records for Chronic Beryllium Disease Prevention Program (CBDPP)*; and • Maintain employee Medical Records. <p>OccMed hours of operations are provided as follows: Monday through Friday, 6:00 a.m. to 4:30 p.m. Onsite (200 West Area) Clinic is staffed until midnight. Saturday: Offsite clinic is closed; onsite clinic is open 7:00 a.m. to 4:00 p.m. The OccMed Provider may elect different hours of operations in coordination with OHCs to support outside hours of operations.</p> <p>* If the employer chooses to use an off-site physician for Beryllium related medical services, funding will be the responsibility of the OHCs.</p>									

Direct Funded Service		
Provide services as described in service description.		
Usage Based Services		
Service	Service Type	Clarifications

DOE Direct-Contracted Services

Table J-3.b-98. Service Number 98, Personnel Security Services

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
98	Personnel Security Services	Information/Service	Receive service and provide input	Receive service and provide input	Receive service and provide input	N/A	Receive service and provide input	Receive service and provide input	PSSC provides service Receive service and provide input (N/A for PNNL)
Service Description									
The Personnel Security Services Contractor (PSSC) provides technical and administrative support expertise for the implementation of the DOE Personnel Security Program, including clearance and special access processing, adjudication of investigative reports, Human Reliability Programs (HRP), and other personnel security related programs. The PSSC also provides transcription services, screening and processing of classified mail, operation of the vault, visitor control and security education for both employees and visitors, and management of several personnel security-related databases.									
Direct Funded Service									
Personnel security services									
Usage Based Services									
Service									
Service Type									
Clarifications									
N/A									

Table J-3.b-99. Service Number 99, Laundry Services

Service Number	Service Title	Interface Type	HMES	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
99	Laundry Services	Service	Receive service	Receive service	Receive service	Optional	Receive service	Receive service	LSC provides services Receive Service
Service Description									
The Laundry Services Contractor (LSC) provides commercial laundry and decontamination services for government-owned regulated and non-regulated protective clothing, and respiratory masks and face pieces. This service includes periodic batch pick up and drop off at site locations.									
Direct Funded Service									
N/A									
Usage Based Services									
Service			Service Type			Clarifications			
Laundry service			Optional			OHCs shall enable the successful and efficient processing and delivery of laundry and respirator face masks. This service is contracted and funded by DOE.			

Table J-3.b-100. Service Number 100, Janitorial Services

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
100	Janitorial Services	Service	Receive Service	N/A	N/A	N/A	N/A	N/A	Receive service, JSC provides services to site contractors
Service Description									
The Janitorial Services Contractor (JSC) provides janitorial services for Buildings 661A, 662, 662A, 664, and 669 located in the 600 Area; Buildings 3212 and 3220 located in the 300 Area; and mobile offices as identified by DOE. Services include light cleaning, high cleaning, and special services, as needed.									
Direct Funded Services									
JSC provides janitorial services for the facilities described in Service Description.									
Usage Based Services									
Service			Service Type			Clarifications			
N/A									

Table J-3.b-101. Service Number 101, Hanford Site Natural Phenomena Hazards

Service Number	Service Title	Interface Type	HMESC	CPCC	TCC	WTP Construction	222-S Lab	OccMed	Other Site Users
101	Hanford Site Natural Phenomena Hazards	Service	Provide Input	Provide Input	Provide service and receive input	Provide Input	Provide Input	N/A	Provide Input
Service Description									
A Sitewide Natural Phenomena Hazards Standard for design, construction, and operations of DOE facilities meeting the requirements of DOE O 420.1									
<ul style="list-style-type: none"> TCC shall maintain, defend, and update the Hanford Site Natural Phenomena Hazards Standard. OHCs shall provide support and concur with TCC in the maintenance and updating of the Hanford Site Natural Phenomena Hazards Standard. 									
Direct Funded Services									
The TCC shall bear the cost burden of program administration.									
Usage Based Services									
Service		Service Type		Clarifications					
N/A									

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER
ATTACHMENTS**

**SECTION J, ATTACHMENT J-4: PERFORMANCE
EVALUATION AND MEASUREMENT PLAN**

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To be inserted after contract award

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ATTACHMENT J-5

PERFORMANCE GUARANTEE AGREEMENT

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ATTACHMENT L-1 PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE- 89303320CEM000075 (RFP 89303318REM000012) for the Hanford 222-S Laboratory (contract) dated "TBD", by and between the Government and Navarro Research and Engineering, Inc. (Contractor), the undersigned, Susana Navarro-Valenti, President (Guarantor), a corporation incorporated in the State of Tennessee with its principal place of business 1020 Commerce Park Drive, Oak Ridge, TN 37830 hereby unconditionally guarantees to the Government:

- (a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and
- (b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and
- (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

- a) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
- b) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer*, and its corporate seal to be affixed hereto on (Notary initials) _____

April 19, 2019
Date

Navarro Research and Engineering, Inc.
Name of Corporation

Susana Navarro Valenti
Signature

Susana Navarro Valenti, President
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

~~Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal (Notary initials) _____~~

*I attest that Susana Navarro-Valenti is duly authorized by the corporation to execute this Performance Guarantee Agreement.

Subscribed and sworn before me this 19th day of April 2019
Elizabeth M. Jenkins
Notary Public



My Commission Expires
October 23, 2021

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ATTACHMENT L-1

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-89303320CEM000075 for the (contract) as dated by the appropriate Government award document by and between the Government and Advanced Technologies and Laboratories (ATL) International, Inc., a wholly-owned subsidiary of Planned Systems International, Inc. (Contractor), the undersigned, Terry Lin, Chief Executive Officer, and on behalf of the Planned Systems International, Inc., (Guarantor), a corporation incorporated in the State of Pennsylvania with its principal place of business at 3717 Columbia Pike, Arlington VA, 22204, hereby unconditionally guarantees to the Government:

- (a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and
- (b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and
- (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

- a) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
- b) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

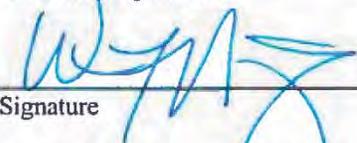
Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer*, ~~and its corporate seal to be affixed hereto on~~ (Notary initials) _____

April 19, 2019
Date

Planned Systems International, Inc.
Name of Corporation

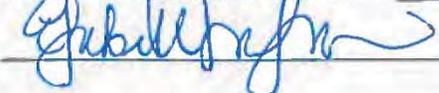

Signature

William F. Niemeyer, Vice President
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

~~Attestation Including Application of Seal by an Official of Guarantor
Authorized to Affix Corporate Seal (Notary initials) _____~~

*I attest that William F. Niemeyer is duly authorized by the corporation to execute this Performance Guarantee Agreement.

Subscribed and sworn before me this 19th day of April 2019.



My Commission Expires
October 23, 2021



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ATTACHMENT J-6

RESERVED

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ATTACHMENT J-7

**LABOR STANDARDS BOARD PROCESS
(REFERENCE SECTION H CLAUSE, *LABOR STANDARDS*)**

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Prior to the start of proposed work activities valued at \$2,000 or more, the Contractor shall request a labor standards determination from the Contracting Officer through the U.S. Department of Energy (DOE) Labor Standards Board (LSB) for specific work activities by submitting proposed Plant Force Work Review (PFWR) packages that describe the specific activities to be performed for particular work and other information, as necessary, for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. The LSB will provide feedback to the Contracting Officer who will issue the determination of the appropriate labor standards that will apply to specific work activities in accordance with the Construction Wage Rate Requirements statute (formerly known as the *Davis-Bacon Act*), the Service Contract Labor Standards statute (formerly known as the *Service Contract Act of 1965*), or other applicable Federal labor standards law. Once a determination is provided to the Contractor, the Contractor shall comply with the determination and ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts. Submission of PFWRs shall be in accordance with the following:

- (a) All PFWRs must be submitted to the LSB by Monday before each LSB meeting, which occurs bi-weekly. If not received timely, PFWRs will be processed at the next meeting, 2 weeks into the future.
- (b) The Contractor shall electronically provide a copy to each of the LSB members, as identified by the Contracting Officer.
- (c) Each PFWR package must include a description of the specific activities to be performed for particular work and other information, as necessary, for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work.

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ATTACHMENT J-8

ADVANCE UNDERSTANDING ON COSTS

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TO BE DETERMINED POST AWARD

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ATTACHMENT J-9

**WAGE DETERMINATIONS – *SERVICE CONTRACT ACT* AND
*DAVIS-BACON ACT***

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9/22/2020

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<p>"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>	<p>U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
<p>Daniel W. Simms Director</p>	<p>Division of Wage Determinations</p>
<p>Wage Determination No.: 2015-5527 Revision No.: 10 Date Of Last Revision: 07/01/2020</p>	

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the E0 the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The E0 minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the E0 is available at www.dol.gov/whd/govcontracts.

State: Washington

Area: Washington Counties of Benton Franklin

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.65
01012 - Accounting Clerk II		18.69
01013 - Accounting Clerk III		20.91
01020 - Administrative Assistant		29.68
01035 - Court Reporter		18.59
01041 - Customer Service Representative I		15.39
01042 - Customer Service Representative II		17.30
01043 - Customer Service Representative III		18.87
01051 - Data Entry Operator I		17.46
01052 - Data Entry Operator II		19.05
01060 - Dispatcher Motor Vehicle		22.72
01070 - Document Preparation Clerk		14.78
01090 - Duplicating Machine Operator		14.78
01111 - General Clerk I		13.69
01112 - General Clerk II		14.94
01113 - General Clerk III		16.77
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		14.91
01191 - Order Clerk I		15.31
01192 - Order Clerk II		16.70
01261 - Personnel Assistant (Employment) I		18.08
01262 - Personnel Assistant (Employment) II		20.24
01263 - Personnel Assistant (Employment) III		22.56
01270 - Production Control Clerk		31.09
01290 - Rental Clerk		15.17
01300 - Scheduler Maintenance		16.59

9/22/2020

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01311 - Secretary I	16.59
01312 - Secretary II	18.56
01313 - Secretary III	20.69
01320 - Service Order Dispatcher	20.38
01410 - Supply Technician	29.68
01420 - Survey Worker	18.07
01460 - Switchboard Operator/Receptionist	15.57
01531 - Travel Clerk I	14.84
01532 - Travel Clerk II	15.95
01533 - Travel Clerk III	17.09
01611 - Word Processor I	15.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.49
05010 - Automotive Electrician	22.33
05040 - Automotive Glass Installer	20.86
05070 - Automotive Worker	20.86
05110 - Mobile Equipment Servicer	17.88
05130 - Motor Equipment Metal Mechanic	23.83
05160 - Motor Equipment Metal Worker	20.86
05190 - Motor Vehicle Mechanic	23.83
05220 - Motor Vehicle Mechanic Helper	16.39
05250 - Motor Vehicle Upholstery Worker	19.38
05280 - Motor Vehicle Wrecker	20.86
05310 - Painter Automotive	22.33
05340 - Radiator Repair Specialist	20.86
05370 - Tire Repairer	14.84
05400 - Transmission Repair Specialist	23.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	16.37
07042 - Cook II	19.10
07070 - Dishwasher	12.41
07130 - Food Service Worker	13.65
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	13.92
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	27.34
09040 - Furniture Handler	17.81
09080 - Furniture Refinisher	27.34
09090 - Furniture Refinisher Helper	21.97
09110 - Furniture Repairer Minor	25.99
09130 - Upholsterer	27.34
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.77
11060 - Elevator Operator	16.03
11090 - Gardener	20.30
11122 - Housekeeping Aide	16.03
11150 - Janitor	16.03
11210 - Laborer Grounds Maintenance	15.09
11240 - Maid or Houseman	12.71
11260 - Pruner	13.59
11270 - Tractor Operator	18.61
11330 - Trail Maintenance Worker	15.09
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	23.80
12011 - Breath Alcohol Technician	24.74
12012 - Certified Occupational Therapist Assistant	33.94
12015 - Certified Physical Therapist Assistant	30.63
12020 - Dental Assistant	19.44
12025 - Dental Hygienist	44.23
12030 - EKG Technician	34.97
12035 - Electroneurodiagnostic Technologist	34.97

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12040 - Emergency Medical Technician	23.80
12071 - Licensed Practical Nurse I	22.11
12072 - Licensed Practical Nurse II	24.74
12073 - Licensed Practical Nurse III	27.58
12100 - Medical Assistant	17.69
12130 - Medical Laboratory Technician	23.16
12160 - Medical Record Clerk	18.15
12190 - Medical Record Technician	20.31
12195 - Medical Transcriptionist	21.67
12210 - Nuclear Medicine Technologist	54.36
12221 - Nursing Assistant I	11.42
12222 - Nursing Assistant II	12.85
12223 - Nursing Assistant III	14.02
12224 - Nursing Assistant IV	15.74
12235 - Optical Dispenser	19.06
12236 - Optical Technician	22.11
12250 - Pharmacy Technician	21.68
12280 - Phlebotomist	18.31
12305 - Radiologic Technologist	33.22
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	30.64
12320 - Substance Abuse Treatment Counselor	18.76
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.32
13012 - Exhibits Specialist II	33.84
13013 - Exhibits Specialist III	41.40
13041 - Illustrator I	27.32
13042 - Illustrator II	33.84
13043 - Illustrator III	41.40
13047 - Librarian	37.48
13050 - Library Aide/Clerk	21.19
13054 - Library Information Technology Systems Administrator	33.84
13058 - Library Technician	27.32
13061 - Media Specialist I	24.42
13062 - Media Specialist II	27.32
13063 - Media Specialist III	30.46
13071 - Photographer I	24.42
13072 - Photographer II	27.32
13073 - Photographer III	33.84
13074 - Photographer IV	41.40
13075 - Photographer V	50.09
13090 - Technical Order Library Clerk	22.67
13110 - Video Teleconference Technician	24.42
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45
14160 - Personal Computer Support Technician	26.98
14170 - System Support Specialist	33.83

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15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.26
15020 - Aircrew Training Devices Instructor (Rated)	37.82
15030 - Air Crew Training Devices Instructor (Pilot)	45.33
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	45.33
15080 - Graphic Artist	23.41
15085 - Maintenance Test Pilot Fixed Jet/Prop	45.33
15086 - Maintenance Test Pilot Rotary Wing	45.33
15088 - Non-Maintenance Test/Co-Pilot	45.33
15090 - Technical Instructor	32.14
15095 - Technical Instructor/Course Developer	39.33
15110 - Test Proctor	25.96
15120 - Tutor	25.96
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	14.44
16030 - Counter Attendant	14.44
16040 - Dry Cleaner	16.52
16070 - Finisher Flatwork Machine	14.44
16090 - Presser Hand	14.44
16110 - Presser Machine Drycleaning	14.44
16130 - Presser Machine Shirts	14.44
16160 - Presser Machine Wearing Apparel Laundry	14.44
16190 - Sewing Machine Operator	17.22
16220 - Tailor	17.91
16250 - Washer Machine	15.14
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	30.32
19040 - Tool And Die Maker	38.11
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.45
21030 - Material Coordinator	31.09
21040 - Material Expediter	31.09
21050 - Material Handling Laborer	14.77
21071 - Order Filler	14.07
21080 - Production Line Worker (Food Processing)	18.45
21110 - Shipping Packer	17.25
21130 - Shipping/Receiving Clerk	17.25
21140 - Store Worker I	13.75
21150 - Stock Clerk	17.78
21210 - Tools And Parts Attendant	18.45
21410 - Warehouse Specialist	18.45
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.05
23019 - Aircraft Logs and Records Technician	26.31
23021 - Aircraft Mechanic I	32.35
23022 - Aircraft Mechanic II	34.05
23023 - Aircraft Mechanic III	36.06
23040 - Aircraft Mechanic Helper	22.25
23050 - Aircraft Painter	30.32
23060 - Aircraft Servicer	26.31
23070 - Aircraft Survival Flight Equipment Technician	30.32
23080 - Aircraft Worker	28.32
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.32
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.35
23110 - Appliance Mechanic	30.32
23120 - Bicycle Repairer	23.25
23125 - Cable Splicer	43.10
23130 - Carpenter Maintenance	23.92
23140 - Carpet Layer	21.40
23160 - Electrician Maintenance	40.98
23181 - Electronics Technician Maintenance I	33.15

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23182 - Electronics Technician Maintenance II	35.50
23183 - Electronics Technician Maintenance III	37.87
23260 - Fabric Worker	26.31
23290 - Fire Alarm System Mechanic	32.35
23310 - Fire Extinguisher Repairer	24.27
23311 - Fuel Distribution System Mechanic	32.35
23312 - Fuel Distribution System Operator	24.27
23370 - General Maintenance Worker	20.78
23380 - Ground Support Equipment Mechanic	32.35
23381 - Ground Support Equipment Servicer	26.31
23382 - Ground Support Equipment Worker	28.32
23391 - Gunsmith I	24.27
23392 - Gunsmith II	28.32
23393 - Gunsmith III	32.35
23410 - Heating Ventilation And Air-Conditioning Mechanic	26.10
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	27.47
23430 - Heavy Equipment Mechanic	26.80
23440 - Heavy Equipment Operator	28.58
23460 - Instrument Mechanic	41.99
23465 - Laboratory/Shelter Mechanic	30.32
23470 - Laborer	14.77
23510 - Locksmith	29.95
23530 - Machinery Maintenance Mechanic	27.22
23550 - Machinist Maintenance	27.85
23580 - Maintenance Trades Helper	21.97
23591 - Metrology Technician I	41.99
23592 - Metrology Technician II	44.20
23593 - Metrology Technician III	46.81
23640 - Millwright	40.89
23710 - Office Appliance Repairer	22.32
23760 - Painter Maintenance	19.88
23790 - Pipefitter Maintenance	39.82
23810 - Plumber Maintenance	37.32
23820 - Pneudraulic Systems Mechanic	32.35
23850 - Rigger	32.35
23870 - Scale Mechanic	28.32
23890 - Sheet-Metal Worker Maintenance	34.57
23910 - Small Engine Mechanic	28.32
23931 - Telecommunications Mechanic I	32.60
23932 - Telecommunications Mechanic II	34.31
23950 - Telephone Lineman	35.05
23960 - Welder Combination Maintenance	26.86
23965 - Well Driller	32.35
23970 - Woodcraft Worker	32.35
23980 - Woodworker	24.27
24000 - Personal Needs Occupations	
24550 - Case Manager	17.89
24570 - Child Care Attendant	12.74
24580 - Child Care Center Clerk	15.89
24610 - Chore Aide	14.04
24620 - Family Readiness And Support Services Coordinator	17.89
24630 - Homemaker	17.89
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	36.51
25040 - Sewage Plant Operator	32.75
25070 - Stationary Engineer	36.51
25190 - Ventilation Equipment Tender	25.12
25210 - Water Treatment Plant Operator	32.75
27000 - Protective Service Occupations	
27004 - Alarm Monitor	26.63
27007 - Baggage Inspector	19.07
27008 - Corrections Officer	27.08

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27010 - Court Security Officer	31.10
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	27.08
27070 - Firefighter	35.08
27101 - Guard I	19.07
27102 - Guard II	22.01
27131 - Police Officer I	37.84
27132 - Police Officer II	42.04
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.36
28042 - Carnival Equipment Repairer	18.94
28043 - Carnival Worker	13.07
28210 - Gate Attendant/Gate Tender	16.59
28310 - Lifeguard	12.53
28350 - Park Attendant (Aide)	18.57
28510 - Recreation Aide/Health Facility Attendant	13.55
28515 - Recreation Specialist	22.99
28630 - Sports Official	14.78
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.65
29020 - Hatch Tender	33.65
29030 - Line Handler	33.65
29041 - Stevedore I	31.24
29042 - Stevedore II	36.04
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HF0) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HF0) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HF0) (see 2)	30.29
30021 - Archeological Technician I	20.44
30022 - Archeological Technician II	22.87
30023 - Archeological Technician III	28.33
30030 - Cartographic Technician	28.33
30040 - Civil Engineering Technician	30.98
30051 - Cryogenic Technician I	31.38
30052 - Cryogenic Technician II	34.65
30061 - Drafter/CAD Operator I	20.44
30062 - Drafter/CAD Operator II	22.87
30063 - Drafter/CAD Operator III	25.49
30064 - Drafter/CAD Operator IV	31.38
30081 - Engineering Technician I	18.20
30082 - Engineering Technician II	20.44
30083 - Engineering Technician III	22.87
30084 - Engineering Technician IV	28.33
30085 - Engineering Technician V	34.65
30086 - Engineering Technician VI	41.92
30090 - Environmental Technician	33.59
30095 - Evidence Control Specialist	28.33
30210 - Laboratory Technician	34.99
30221 - Latent Fingerprint Technician I	31.38
30222 - Latent Fingerprint Technician II	34.65
30240 - Mathematical Technician	28.33
30361 - Paralegal/Legal Assistant I	18.71
30362 - Paralegal/Legal Assistant II	23.17
30363 - Paralegal/Legal Assistant III	28.35
30364 - Paralegal/Legal Assistant IV	34.30
30375 - Petroleum Supply Specialist	34.65
30390 - Photo-Optics Technician	28.33
30395 - Radiation Control Technician	34.65
30461 - Technical Writer I	29.57
30462 - Technical Writer II	36.18
30463 - Technical Writer III	43.77
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76

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30494 - Unexploded (UX0) Safety Escort	25.35
30495 - Unexploded (UX0) Sweep Personnel	25.35
30501 - Weather Forecaster I	31.38
30502 - Weather Forecaster II	38.15
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 25.49
30621 - Weather Observer Senior	(see 2) 28.33
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	15.19
31030 - Bus Driver	22.15
31043 - Driver Courier	17.73
31260 - Parking and Lot Attendant	13.99
31290 - Shuttle Bus Driver	19.34
31310 - Taxi Driver	17.40
31361 - Truckdriver Light	19.34
31362 - Truckdriver Medium	20.97
31363 - Truckdriver Heavy	23.12
31364 - Truckdriver Tractor-Trailer	23.12
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	12.75
99050 - Desk Clerk	13.09
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	13.56
99252 - Laboratory Animal Caretaker II	14.79
99260 - Marketing Analyst	25.70
99310 - Mortician	25.35
99410 - Pest Controller	23.19
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	26.14
99711 - Recycling Specialist	31.92
99730 - Refuse Collector	23.33
99810 - Sales Clerk	13.20
99820 - School Crossing Guard	14.93
99830 - Survey Party Chief	29.32
99831 - Surveying Aide	18.43
99832 - Surveying Technician	25.21
99840 - Vending Machine Attendant	19.61
99841 - Vending Machine Repairer	24.96
99842 - Vending Machine Repairer Helper	19.61

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

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**** 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the

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date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 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 Division's decision to the contractor.

- 6) 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 (See 29 CFR 4.6(b)(2)(iii)).

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"" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

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REGISTER OF WAGE DETERMINATION 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

Diane Koplewski
Director

Division of
Wage Determinations

Wage Determination No. : CBA-2012-5191
Revision No. : 4
Date of Last Revision : 11/19/2018

State: Washington

Area: Benton

Employed on U.S. Department of Energy, Office of River Protection contract for the scope of this contract, awarded to Wastren Advantage, Inc., is to perform the Analytical Services production functions of receiving, handling, analyzing, storing samples, performing special tests and reporting the results of these analyses and tests to the contractors of Department of Energy Offices at the Hanford Nuclear Site near Richland, Washington. These functions will be performed through a contract with the DOE Office of River Protection at the 222-S Laboratory located in 200 West.

Collective Bargaining Agreement between contractor: Wastren Advantage, Inc., and union: Hanford Atomic Metal Trades Council, effective 11/11/2018 through 11/10/2019 and amended on 11/9/2018.

In accordance with Section 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).

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"General Decision Number: WA20200002 03/06/2020

Superseded General Decision Number: WA20190002

State: Washington

Construction Types: Building, Heavy and Highway

Counties: Benton and Franklin Counties in Washington.
 (D.O.E. HANFORD SITE ONLY)

BENTON AND FRANKLIN COUNTIES (D.O.E. HANFORD SITE ONLY)
 BUILDING (does not include residential construction consisting
 of single family homes and apartments up to and including 4
 stories), HEAVY and HIGHWAY CONSTRUCTION

Note: Under Executive Order (EO) 13658, an hourly minimum wage
 of \$10.80 for calendar year 2020 applies to all contracts
 subject to the Davis-Bacon Act for which the contract is
 awarded (and any solicitation was issued) on or after January
 1, 2015. If this contract is covered by the EO, the contractor
 must pay all workers in any classification listed on this wage
 determination at least \$10.80 per hour (or the applicable wage
 rate listed on this wage determination, if it is higher) for
 all hours spent performing on the contract in calendar year
 2020. If this contract is covered by the EO and a
 classification considered necessary for performance of work on
 the contract does not appear on this wage determination, the
 contractor must pay workers in that classification at least the
 wage rate determined through the conformance process set forth
 in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is
 higher than the conformed wage rate). The EO minimum wage rate
 will be adjusted annually. Please note that this EO applies to
 the above-mentioned types of contracts entered into by the
 federal government that are subject to the Davis-Bacon Act
 itself, but it does not apply to contracts subject only to the
 Davis-Bacon Related Acts, including those set forth at 29 CFR
 5.1(a)(2)-(60). Additional information on contractor
 requirements and worker protections under the EO is available
 at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	03/06/2020

* SUWA2001-001 09/03/2001

(D.O.E. HANFORD SITE ONLY)

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 36.17	20.13
BOILERMAKER.....	\$ 38.51	30.29
BRICKLAYER.....	\$ 31.90	17.14
CARPENTER		
Carpenters.....	\$ 35.47	16.88
Divers.....	\$ 41.23	16.88
Millwright & Machine erector.....	\$ 47.42	18.96

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Piledriver.....	\$ 36.66	16.88
Tenders.....	\$ 40.23	16.88
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 30.21	14.93
GROUP 2.....	\$ 30.83	14.93
GROUP 3.....	\$ 31.34	14.93
DRYWALL FINISHER/TAPER.....	\$ 26.79	13.21
ELECTRICIAN		
Cable Splicers.....	\$ 48.35	3%+19.68
Electricians.....	\$ 46.05	3%+19.68
IRONWORKER.....	\$ 33.59	29.26
LABORER		
GROUP 1.....	\$ 27.94	13.00
GROUP 2.....	\$ 28.21	13.00
GROUP 3.....	\$ 28.48	13.00
GROUP 4.....	\$ 28.76	13.00
GROUP 5 (RATES PER SHIFT)		
Sandhogs-[(1-14 LBS),(6 HRS)].....	\$ 237.44	13.00
Sandhogs-[(14-18 LBS),(6 HRS)].....	\$ 242.37	13.00
Sandhogs-[(18-22 LBS),(6 HRS)].....	\$ 264.51	13.00
Sandhogs-[(18-25 LBS),(4 HRS)].....	\$ 242.65	13.00
Sandhogs-[(22-26 LBS),(4 HRS)].....	\$ 246.97	13.00
Sandhogs-[(26-32 LBS),(4 HRS)].....	\$ 249.59	13.00
Sandhogs-[(32-38 LBS),(3 HRS)].....	\$ 252.55	13.00
Sandhogs-[(38-44 LBS),(2 HRS)].....	\$ 252.96	13.00
GROUP 5		
Outside Lock and Gauge Tender.....	\$ 230.08	13.00
GROUP 6.....	\$ 28.66	13.00
GROUP 7.....	\$ 27.95	13.80
GROUP 8.....	\$ 30.13	13.00
GROUP 9.....	\$ 30.47	13.00
PAINTER (Soft Floor Covers, Glaziers, Spray Painters, Steel Painters, Steam Clean and Acid Etching, Sign Writers).....		
	\$ 26.65	13.42
PLUMBER/PIPEFITTER.....	\$ 49.24	28.79
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 27.51	15.95
GROUP 2.....	\$ 27.83	15.95
GROUP 3.....	\$ 28.44	15.95
GROUP 4.....	\$ 28.76	15.95
GROUP 5.....	\$ 29.04	15.95
GROUP 6.....	\$ 29.31	15.95
GROUP 7.....	\$ 30.41	15.95
GROUP 8.....	\$ 31.75	15.95
ROOFER (Including		

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Waterproofer and Kettleman).....	\$ 28.25	13.01
SHEET METAL WORKER.....	\$ 39.00	21.85
SPRINKLER FITTER.....	\$ 34.55	24.54
TRUCK DRIVER		
GROUP 1.....	\$ 27.21	18.43
GROUP 2.....	\$ 29.85	18.43
GROUP 3.....	\$ 29.96	18.43
GROUP 4.....	\$ 30.29	18.43
GROUP 5.....	\$ 30.40	18.43
GROUP 6.....	\$ 30.60	18.43
GROUP 7.....	\$ 30.94	18.43
GROUP 8.....	\$ 31.26	18.43

CEMENT MASON CLASSIFICATIONS

GROUP 1: Rodding, tamping, floating, troweling, patching, stoning, rubbing, sack rubbing; All exposed aggregate finishing and sealing. All architectural finishing, staining, stamping and coloring, washing and power washing of concrete, polymer, latex and composite materials; Setting of screeds, screeds forms, curb and gutter and sidewalk forms; Preparation of all concrete for caulking of the joints and the caulking of expansion joints; Preparation of concrete for the application of hardners, sealers and curing compounds and their application; Grouting and dry packing of machine base; Removal of snap ties and she bolts prior to patching of concrete

GROUP 2: Power troweling machine operator; Troweling of magnesite, torganal or material with epoxy bases of oxichloride base; All power grinders, bushing hammer, chipping gun; Gunite Nozzleman. All sandblasting for architectural finishes, patch preparation and exposing of aggregate for finish; Concrete sawing and cutting for concrete and expansion joints and scoring for decorative patterns; Operating of Clary-type floats, Longitudinal Floats, Rodding Machines and Belting Machines; Scarifiers; Working on scaffolds

GROUP 3: Grinding, bushing or chipping of toxic materials or high density concrete; Operating of power tools on a scaffold

LABORER CLASSIFICATIONS

GROUP 1: Flagman, Landscape Laborer, Scaleman, Traffic Control Supervisor, Asbestos Abatement Worker, Brick Pavers (to include the installation of brick or grass pavers for sidewalks, driveways, streets and parking lots), Brush Hog Feeder; Carpenter Tender; Cement Handler; Concrete Signalman; Concrete Crewman (to include Stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine- 6 inches and smaller); Confined Space Attendant, Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dry Stack Walls (including all dry stack walls, including keystone walls and others using blocks and interlocking pegs.), Dumpman; Traffic Control Laborer (To include but is not limited to, erection and maintenance of barricades, signs and relief of flag person.), Window Washer/Cleaner, Pilot Car, Hazardous Waster Worker, Erosion Control Laborer, Fence Erector, Guard Rail (to include Guard Rail, guide and reference

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posts, sign posts, and right-of-way markers); Firewatch. Form cleaning machine feeder; Stacker; General Laborer; Group Machine Header Tender; Miner, Class "A" (to include bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly and dismantle, and nipper); Lead Abatement Worker, Mold Abatement Worker, Nipper; Riprap Man; Sandblast Tailhoseman, Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Wellpoint Man; (HDPE or similar liner installer).

GROUP 2: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Fireman, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, paving; Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, and form setter); Nozzleman (to include squeeze and flow-crete nozzle); Nozzleman, water, (to include fire hose), air or steam; Pavement Breaker (under 90 lbs); Pipelayer, corrugated metal and multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electrical, pneumatic; Rodder and Spreader; Trencher, Shawnee; Tugger Operator; Wagon Drills; Wheelbarrow, power driven; Water Pipe Liner, Rigger/Signalperson, Remote Equipment Operator (i.e., compaction and demolition) Compaction Equipment (to include all hand operated power compaction equipment); Railroad Power Spiker or Puller, dual mobile; Railroad Equipment, power driven, except dual mobile power spiker or puller.

GROUP 3: Air and Hydraulic Track Drill, Asphalt Raker, Brush Machine (to include Horizontal construction joint clean-up brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include Laborers when working on free standing concrete stacks for smoke or fume control above 40 ft high); Gunnite (to include operation of machine and nozzle); High Scaler; Miner, Class "C" (to include miner, nozzleman for concrete, laser beam operator, and Rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1200 lbs., jet blast machine, power propelled, sandblast nozzle, Squeeze and Flo-crete nozzle); Pavement Breaker, 90 lbs. & over; Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, temper, (Including pressurized and non-pressurized ductile pipe, gravity pipe and HDPE (fused and non-fused); Pipewrapper; Plasterer Tender, Trenchless Technology, Vibrators (all); Laser Beam Operator (Elevation Control; Technician)

GROUP 4: Drills with dual masts, Miner, Class "D" (to include Raise and Shaft Miner, Laser Beam Operator on raises and shafts.) Welder, electric, manual or automatic, Remote Equipment Operator (to include HDPE or similar pipe and liner)

GROUP 5: Sandhogs under compressed air (rates increases are computed by multiplying the increase x 8 hr shift and add total to the previous rate)

GROUP 6: Construction Specialist

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GROUP 7: Hod Carrier

GROUP 8: Powderman

GROUP 9: Grade Checker

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel or electric power); Crusher Feeder (mechanical); Deck Hand; Drillers Tender; Fireman and Heater Tender; Grade Checker; Tender Mechanic, Welder H.D.; Hydro-seeder, Mulcher, Nozzleman; Oiler; Oiler and Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade (farm type, Case, John Deere and similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Steam Cleaner; Welding Machine

GROUP 2: A-Frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas, diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator, hoisting materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, Hydra-lift and similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket, elevators and conveyors); Longitudinal Float; Mixer (portable - concrete); Pavement Breaker, Hydra-hammer and similar; Power Broom; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross and similar on construction job only); Tractor (Farm type R/T with attachments, except Backhoe); Tugger Operator

GROUP 3: A-Frame Truck (2 or more drums); Assistant Refrigeration Plant and Chiller Operator (over 1000 ton); Backfillers (Cleveland and similar); Batch Plant and Wet Mix Operator single unit (concrete); Belt-crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bend Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete) Chipper (without crane), Cleaning and Doping Machine (pipeline); Curb Extruder (Asphalt and Concrete); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green and similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel, electric); Guniting Combination Mixer and Compressor; Locomotive Engineer; Mixermobile; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Surface Heater and Planer Machine; Tractor (to D-6 or equivalent) and Traxacavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Blade Operator (motor patrol and attachments); Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman and similar); Drilling Equipment (8 inch bit and over) (Robbins, reverse circulation and similar); Drills (Churn, Core, Calyx, or Diamond); Equipment Serviceman, Greaser and Oiler; Hoe Ram; Hoist (2 or more drums or Tower Hoist); Loaders (overhead and front-end, under 4 yards R/T); Paving (Dual Drum) Rubber Tire; Refrigeration Plant Engineers (under 1000 ton); Signalman (Whileys, Highline,

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Hammerheads or similar); Skidders (R/T with or without attachments); Screed Operator; Trenching Machines (under 7 ft depth capacity); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Automatic Subgrader (Ditches and Trimmers) (Autograde, ABC, R.A. Hansen and similar on grade wire); Backhoe (under 1 yd); Batch Plant (over 4 units); Batch and Wet Mix Operator (multiple units, 2 and including 4); Boat Operator; Cableway Controller (dispatcher); Concrete Pump Boom Truck; Conveyor Aggregate Placement Equipment; Cranes (25 tons and under); Derricks and Stifflegs (under 65 tons); Drill Doctor; Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Piledriving Engineers; Roller (finishing pavement); Trenching Machines (7 ft depth and over)

GROUP 6: Asphalt Plant Operator (Backhoes (1 yd to 3 yds); Blade (finish and bluetop) Automatic, CMI, ABC and similar when used as automatic; Boom Cats (side); Cableway Operators; Clamshell Operators (under 3 yds); Concrete Slip Form Paver; Cranes (over 25 tons, including 45 tons); Crusher, Grizzle and Screening Plant Operator; Draglines (under 3 yds); Elevating Belt (holland type); Gradall (1 yd to 3 yds); Loader Operator (front-end and overhead, 4 yards, including 8 yds); Mucking Machine; Quadtrack or similar equipment; Rubber-tired Scrapers; Shovels (under 3 yds); Tractors (D-6 and equivalent and over); Vactor Guzzler, Super Sucker; Concrete Cleaning/Decontamination Machine; Ultra High Pressure Waterjet Cutting Tool System (30,000 psi)

GROUP 7: Backhoes (3 yds and over); Cranes (All Cranes over 45 tons, including 100 tons) Climbing, Rail and Tower Cranes up to including 45 tons; Clamshell Operator (3 yds. and over); Derricks and Stifflegs (65 tons and over); Draglines (3 yds and over); Lead Water Well Driller; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead and front-end, over 8 yds); Shovels (3 yds and over); Whirleys and Hammerheads, all; Vacuum Blasting Machine Operator; HD Mechanic/welder

GROUP 8: Cranes (all cranes over 100 tons); Climbing, Rail and Tower Cranes over 45 tons

ALL CRANE BOOMS, INCLUDING TOWER CRANES:

Measure from center of rotation to center of shaft (radius):
130 ft TO 200 ft .50 hr. additional to classification
Over 200 ft .80 hr. additional to classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car tender and swamper, Pickup Hauling Employees or Materials

GROUP 2: Flat Bed Truck, single rear axle; Fork Lift, 3000 lbs and under; Leverperson Loading Trucks at Bunkers; Seeder and Mulcher; Stationary Fuel Operator; Team Driver; Tractor (small rubber tired, pulling trailer or similar equipment); Trailer Mounted hydro Seeder and Mulcher; Water Tank Truck, up to 1800 gallons

GROUP 3: Bus Driver or Employee Haul Driver; Flat Bed Truck, dual rear axle; Power Boat hauling employees or material

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GROUP 4: Buggy Mobile and similar; Bulk Cement Tanks and Spreader; Power Operated Sweeper; Straddle Carrier (Ross, Hyster and similar); Water Tank Truck, 1801-4000 gallons

GROUP 5: Auto Crane, 2000 lbs capacity; Dumptor (6 yds and under); Flat Bed Truck (with hydraulic system); Fork Lift (3001-16,000 lbs); Fuel Truck Driver, steam cleaner and washer; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Transite Mixers & mixers hauling concrete 3 yd to and including 6 yd.; Wrecker and Tow Trucks

GROUP 6: A-Frame; Service Greaser; Tireperson; Truck, side, end, and bottom & articulated end dump (up to and including 12 yds); Water Tank Truck, 4001 to 8000 gallons, Warehouseperson, to include shipping and receiving

GROUP 7: Dumps, semi-end; Flagerty Spreader Box Driver; Flowboys; Fork lift, 16,000 lbs and over; Lowboy, 50 tons and under; Mechanic, Field; Oil Distributors Driver (road, bootperson, leverperson); and Oil Tank Driver; Self-Loading Roll Off and Dumpster over 6 yds; Stringer Truck (cable operated trailer); Tractor with Steer Trailer; Transfer Truck & Trailer; Transit Mixers & Truck Hauling Concrete: over 6 yards to and including 20 yards; Truck & Pup; Trucks, side, end, bottom, & articulated end dump: over 12 yards to and including 100 yards; Truck Mounted Crane (with load-bearing surface, either mounted or pulled) up to 14 tons; Turnarocker, DWs & similar, with 2 or or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater; Vacuum truck (super sucker, guzzler, etc.); Water Tank Truck, 8,001 to 14,000; Semi-truck and Trailer, 50 tons and under Lowboy

GROUP 8: Lowboy, over 50 tons; Prime movers & stinger truck; Transit Mixers and truck hauling concrete, over 20 yards; Trucks, side, end bottom and articulated end dump, over 100 yards.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

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the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

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the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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ATTACHMENT J-10
CONTRACT DELIVERABLES

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Table of Contents

Tables

Table J-10.1. Summary of Contract Transition Deliverables.....	J-10-1
Table J-10.2. Summary of Contract Administration Deliverables.....	J-10-9

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The following Contract Deliverables summarize the specific products the Contractor shall submit to the U.S. Department of Energy (DOE), the type of action DOE will perform, the associated DOE response time, and the date/timeframe that the Contractor is required to submit the product. Upon DOE approval or acceptance, with no further action required by the Contractor, the Contractor can make a claim for applicable fee.

Omission of any applicable deliverable from Section J, Attachment J-10, *Contract Deliverables*, does not affect the obligation of the contractor to submit required deliverables pursuant to this Contract.

Definitions:

Approval – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments in writing. DOE will discuss the comments with the Contractor and the Contractor shall provide written responses. The Contractor shall re-write the document to incorporate DOE mandatory comments and re-submit for DOE approval. Once approved by DOE, the deliverable shall be placed under change control and no changes shall be made, without DOE approval.

Review – The Contractor shall provide the deliverable to DOE for review and comment. DOE will have the option to review the information and provide comment. The Contractor shall respond to written comments.

Table J-10.1. Summary of Contract Transition Deliverables

Deliverable	DOE		Contract Deliverable Due ¹	Contract Reference
	Action	Response Time		
T0 Offer Executive Summary website	Review	10 days	Within 72 hrs after notice to proceed (NTP)	Section C.1, <i>Transition</i>
T1 Transition Plan	Approval	10 days	Within 15 days after NTP	Section C.1, <i>Transition</i>
T2 Schedule for completion of training for the workforce on the performance work statement (PWS) and the Contractor-proposed Technical and Management Approach for execution that results in 100 percent of the workforce being trained within 6 months after NTP	Review	10 days	Within 90 days after NTP	Section C.1, <i>Transition</i>
T3 Due Diligence Report	Approval	10 days	Within 90 days after NTP	Section C.1, <i>Transition</i>

¹ All days refer to calendar days. For the purposes of calculating deliverable due dates, the Notice to Proceed date is XX-XX-XXXX.

Table J-10.1. Summary of Contract Transition Deliverables

Deliverable		DOE		Contract Deliverable Due ¹	Contract Reference
		Action	Response Time		
T4	Identify the policies and procedures necessary to assume full responsibility of the laboratory.	Review	10 days	Within 90 days after NTP	Section C.1, <i>Transition</i>
T5	Nuclear Safety Protocol	Approval	10 days	Within 90 days after NTP	Section C.1, <i>Transition</i>
T6	Training Program Plan and Matrix	Approval	10 days	Within 90 days after NTP	Section C.3.6.4, <i>Training</i> ; Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 426.1
T7	Weekly Transition Status Report	Review	Weekly	Weekly during transition	Section C.1, <i>Transition</i>
T8	Readiness to Assume Responsibility for Execution of PWS Declaration	Approval	10 days	Within 90 days after NTP	Section C.1, <i>Transition</i>
T9	Graded Approach for Implementation of Contract Requirements Plan	Approval	10 days	Within 90 days after NTP	Section C.1, <i>Transition</i>
T10	Safety Basis Documents	Approval	30 days	Within 70 days after NTP	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.1 List A., <i>Applicable Federal, State, and Local Regulations</i> , 10 CFR 830 Subpart B
T11	Nuclear Maintenance Management Program	Approval	10 days	Within 90 days after NTP	Section C.2.2.1, <i>Conduct of Maintenance</i> ; Section J, Attachment J-2, <i>Requirement Sources</i>

Table J-10.1. Summary of Contract Transition Deliverables

Deliverable		DOE		Contract Deliverable Due ¹	Contract Reference
		Action	Response Time		
					<i>and Implementing Documents, J.2 List B., Applicable DOE Directives, Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 433.1</i>
T12	Conduct of Operations (CONOPS) Program Requirements Matrix and Cited Implementing Documents – Nuclear Facilities	Approval	10 days	Within 90 days after NTP	Section C.2.2.4, <i>Conduct of Operations</i> ; Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents, J.2 List B., Applicable DOE Directives, Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 422.1</i>
T13	CONOPS Program Requirements Matrix and Cited Implementing Documents – Non-Nuclear Facilities	Approval	10 days	Within 90 days after NTP	Section C.2.2.4, <i>Conduct of Operations</i> ; Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents, J.2 List B., Applicable DOE Directives, Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 422.1</i>

Table J-10.1. Summary of Contract Transition Deliverables

Deliverable		DOE		Contract Deliverable Due ¹	Contract Reference
		Action	Response Time		
T14	Unreviewed Safety Question Process Procedure	Approval	10 days	Within 90 days after NTP	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.1 List A., <i>Applicable Federal, State, and Local Regulations</i> , 10 CFR 830
T15	Criticality Safety Program Document	Approval	10 days	Within 90 days after NTP	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 420.1
T16	Worker Safety and Health Program	Approval	30 days	Within 70 days after NTP	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.1 List A., <i>Applicable Federal, State, and Local Regulations</i> , 10 CFR 851
T17	Workplace Substance Abuse Program Implementation Plan	Approval	70 days	Within 30 days after NTP	Section C.3.2.4, <i>Worker Safety and Health Program</i> ; 10 CFR 707; 49 CFR 40
T18	Integrated Safety Management System Description	Approval	10 days	Within 90 days after NTP	Section I.189, <i>Integration of Environment, Safety, and Health into Work Planning and Execution</i> , 48 CFR 970.5223-1

Table J-10.1. Summary of Contract Transition Deliverables

Deliverable		DOE		Contract Deliverable Due ¹	Contract Reference
		Action	Response Time		
T19	Safety Performance, Objectives, Measures and Commitments	Approval	10 days	Within 90 days after NTP	Section I.189, <i>Integration of Environment, Safety, and Health into Work Planning and Execution</i> , 48 CFR 970.5223-1
T20	Radiation Protection Program	Approval	10 days	Prior to commencing work or adopt existing approved RPP within 90 days	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.1 List A., <i>Applicable Federal, State, and Local Regulations</i> , 10 CFR 835
T21	Personal Property and Material Management Program (Property Management System)	Approval	55 days	Within 45 days after NTP	Section C.3.6.2, <i>Property Management</i>
T22	Wall-to-Wall Physical Contractor Controlled Inventory Report	Approval	10 days	Within 90 days after NTP	Section C.3.6.2, <i>Property Management</i>
T23	Fire Protection Program	Approval	10 days	Within 90 days after NTP	Section C.3.2.8, <i>Fire Protection Program</i> , Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 420.1
T24	Emergency Management Program	Approval	10 days	Within 90 days after NTP	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives,"

Table J-10.1. Summary of Contract Transition Deliverables

Deliverable		DOE		Contract Deliverable Due ¹	Contract Reference
		Action	Response Time		
					Regulations, Policies, and Standards," DOE O 151.1D
T25	Chronic Beryllium Disease Prevention Program	Approval	10 days	Within 90 days after NTP	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.1 List A., <i>Applicable Federal, State, and Local Regulations</i> , 10 CFR 850
T26	Quality Assurance Program	Approval	10 days	Within 90 days after NTP	Section C.3.3.2, <i>Facility Quality Assurance</i> ; Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.1 List A., <i>Applicable Federal, State, and Local Regulations</i> , 10 CFR 830 Subpart A; J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 414.1
T27	Contractor Assurance Systems Description	Approval	40 days	Within 60 days after NTP	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 226.1

Table J-10.1. Summary of Contract Transition Deliverables

Deliverable		DOE		Contract Deliverable Due ¹	Contract Reference
		Action	Response Time		
T28	Contractor Assurance System Software Plan	Approval	40 days	Within 60 days after NTP	Section C.3.3.4, <i>Contractor Assurance System</i>
T29	Risk Management Plan	Approval	10 days	Within 90 days after NTP	Section C.3.6.1, <i>Project Management/Earned Value Management System</i>
T30	Initial Performance Baseline Submittal	Approval	10 days	Within 90 days after NTP	Section C.3.6.1, <i>Project Management/Earned Value Management System</i>
T31	Environmental Management System	Review	10 days	Within 90 days after NTP	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents, J.2 List B., Applicable DOE Directives, Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 436.1</i>
T32	Spare Parts Program	Approval	10 days	Within 90 days after NTP	Section C.3.6.2, <i>Property Management</i>
T33	Records Management Plan	Approval	10 days	Within 90 days after NTP	Section C.3.6.3, <i>Information Management</i>
T34	External Affairs/Internal Communications Program Description	Approval	70 days	Within 30 days after NTP	Section C.3.6.5, <i>External Affairs</i>
T35	Comprehensive Property List	Approval	70 days	Within 30 days of written request by the Contracting Officer	Section C.3.6.18, <i>Outgoing Contract Transition</i>
T36	Organization Conflict of Interest Management Plan	Approval	85 days	Within 15 days after NTP	Section H.22, DOE-H-2035, <i>Organizational Conflict of Interest Management Plan</i>

Table J-10.1. Summary of Contract Transition Deliverables

Deliverable		DOE		Contract Deliverable Due ¹	Contract Reference
		Action	Response Time		
T37	Diversity Program Plan	Approval	40 days	Within 60 days after NTP	Section H.25, DOE-H-2046, <i>Diversity Program</i>
T38	Transition Documents Identified in Section H	Approval	40 days	As defined in Section H and referenced in Section C.1 or within 60 days after NTP	Section H.6, <i>Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits</i>
T39	Foreign Ownership, Control or Influence Standard Form (SF) 328	Review	10 days	Within 90 days after NTP	Section I.162, <i>DEAR 952.204-2 Security Requirements</i>

Table J-10.2. Summary of Contract Administration Deliverables

Deliverable	DOE		Contract Deliverable Due ²	Contract Reference	
	Action	Response Time			
1	Graded Approach for Implementation of Contract Requirements Plan	Approval	30 days	Within 30 days following contract modification to exercise the option period	Section C.1, <i>Transition</i>
2	Analytical Services Business Case Analysis	Review	N/A	Within 12 months after NTP and update annually	Section C.2.1.1, <i>Analytical Services</i>
3	Maintenance Five-Year Plan, including forecast by fiscal year	Review	N/A	Within 12 months after NTP and update annually	Section C.2.2.1, <i>Conduct of Maintenance</i>
4	Update Nuclear Maintenance Management Program	Approval	30 days	When changed conditions require changes in documentation, and at least every 3 years	Section C.2.2.1, <i>Conduct of Maintenance</i> ; Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents, J.2 List B., Applicable DOE Directives, Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 433.1</i>
5	222-S Laboratory Life Extension Strategic Management Plan	Approval	30 days	Within 265 days after completion of transition	Section C.2.2.2, <i>Corrective Maintenance and Facility Improvements</i>
6	Update 222-S Laboratory Life Extension Strategic Management Plan	Approval	30 days	Annually after first submittal	Section C.2.2.2, <i>Corrective Maintenance and Facility Improvements</i>
7	Update CONOPS Program Requirements Matrix and Cited Implementing Documents – Nuclear Facilities	Approval	30 days	When changes in conditions required changes in documentation, and at least every 3 years	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents, J.2 List B., Applicable DOE Directives, Table J-2.1., "DOE</i>

² All days refer to calendar days. For the purposes of calculating deliverable due dates, the Notice to Proceed date is XX-XX-XXXX.

Table J-10.2. Summary of Contract Administration Deliverables

Deliverable	DOE		Contract Deliverable Due ²	Contract Reference	
	Action	Response Time			
				Directives, Regulations, Policies, and Standards,” DOE O 422.1	
8	Update CONOPS Program Requirements Matrix and Cited Implementing Documents – Non-Nuclear Facilities	Approval	30 days	When changes in conditions required changes in documentation, and at least every 3 years	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., “DOE Directives, Regulations, Policies, and Standards,” DOE O 422.1
9	Chronic Beryllium Disease Prevention Program	Approval	90 days	When significant changes occur	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.1 List A., <i>Applicable Federal, State, and Local Regulations</i> , 10 CFR 850
10	Annual Fire Protection Summary Information	Review	N/A	Annually by February 15th	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., “DOE Directives, Regulations, Policies, and Standards,” DOE O 231.1
11	System Health Reports	Review	N/A	Annually	Section C.3.1.1, <i>Conduct of Engineering</i>
12	IQRPE Reports	Review	N/A	As per <i>Washington Administrative Code</i> 173-303	Section C.3.1.1, <i>Conduct of Engineering</i>
13	Updated Documented Safety Analysis/Technical Safety Documents or	Approval	30 days	Annually or when changes occur	Section C.3.1.2, <i>Nuclear Safety</i> ; Section J, Attachment J-2, <i>Requirement Sources and</i>

Table J-10.2. Summary of Contract Administration Deliverables

Deliverable	DOE		Contract Deliverable Due ²	Contract Reference
	Action	Response Time		
letter stating no changes made				<i>Implementing Documents, J.1 List A., Applicable Federal, State, and Local Regulations, 10 CFR 830</i>
14 Other Safety Basis documents	Approval	30 days	As Required	Section C.3.1.2, <i>Nuclear Safety</i> ; Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents, J.1 List A., Applicable Federal, State, and Local Regulations, 10 CFR 830</i> ; J.2 List B., <i>Applicable DOE Directives, Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 420.1</i>
15 Environmental Management System (3 rd Party Audited Opinion)	Approval	30 days	Within 180 days after completion of Transition and every three years afterward	Section C.3.2.1, <i>Environmental Regulatory Management</i>
16 Environmental Sustainability Plan input	Approval	30 days	Annually	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents, J.2 List B., Applicable DOE Directives, Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 436.1</i>
17 Environmental Management System update	Review	30 days	Annually	Section C.3.2.1, <i>Environmental Regulatory Management</i>

Table J-10.2. Summary of Contract Administration Deliverables

	Deliverable	DOE		Contract Deliverable Due ²	Contract Reference
		Action	Response Time		
18	Certified data for regulatory reporting	Approval	30 days	As required by regulatory document	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.2, "Implementing Documents"
19	Radiation Protection Program (RPP)	Approval	30 days	Update whenever a change or addition is made, prior to initiation of a task not within the scope of the RPP, or within 180 days of the effective date of modification to 10 CFR 835	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," 10 CFR 835
20	Worker Safety and Health Program annual update	Approval	90 days	Annually	Section C.3.2.4, <i>Worker Safety and Health Program</i> ; Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," 10 CFR 851
21	Review and Update Workplace Substance Abuse Program Implementation Plan	Review	N/A	Annually	Section C.3.2.4, <i>Worker Safety and Health Program</i> ; 10 CFR 707; 49 CFR 40
22	Performance Objectives, Measures and Commitments	Approval	30 days	Annually	Section I.189, <i>Integration of Environment, Safety, and Health into Work Planning and Execution</i> 48 CFR 970.5223-1

Table J-10.2. Summary of Contract Administration Deliverables

Deliverable	DOE		Contract Deliverable Due ²	Contract Reference
	Action	Response Time		
23 Integrated Safety Management System (ISMS) Description update	Approval	30 days	When significant changes occur	Section I.189, <i>Integration of Environment, Safety, and Health into Work Planning and Execution</i> 48 CFR 970.5223-1
24 Summary of Annual Review or Quality Assurance Plan Revision	Approval	30 days	Annually	Section C.3.3.2, <i>Facility Quality Assurance</i> , Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.1 List A., <i>Applicable Federal, State, and Local Regulations</i> , 10 CFR 830 Subpart A; , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 414.1
25 Contractor Assurance System Description Significant Changes	Review	N/A	30 days prior to implementation	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 226.1
26 Service Level Agreements	Review	N/A	30 days prior to implementation	Section C.3.5.1, <i>Interface Management</i>
27 Project Management Plan	Approval	30 days	Within 60 days after completion of Transition; when changed conditions require changes in documentation	Section C.3.6.1, <i>Project Management/Earned Value Management System</i>

Table J-10.2. Summary of Contract Administration Deliverables

Deliverable		DOE		Contract Deliverable Due ²	Contract Reference
		Action	Response Time		
28	Final Performance Measurement Baseline	Approval	30 days	Within 180 days after completion of Transition	Section C.3.6.1, <i>Project Management/Earned Value Management System</i>
29	Performance Measurement Baseline Annual Update	Approval	30 days	Annually	Section C.3.6.1, <i>Project Management/Earned Value Management System</i>
30	Performance Measurement Baseline Change Control Process Document	Approval	30 days	Within 60 days after completion of Transition	Section C.3.6.1, <i>Project Management/Earned Value Management System</i>
31	Monthly Performance Report	Review	N/A	15 th of each month	Section C.3.6.1, <i>Project Management/Earned Value Management System</i>
32	Personal Property and Material Management Program (Property Management System)	Approval	30 days	Annually	Section C.3.6.2, <i>Property Management</i>
33	GFS/I Request: 12-month Advance Projection of Government-Furnished Services and Information (GFS/I)	Approval	30 days	Annually, prior to September 30	Section C.3.6.2, <i>Property Management</i>
34	GFS/I Request: Quarterly Update to Advance Projection of GFS/I	Approval	30 days	Quarterly; NLT last day of each quarter	Section C.3.6.2, <i>Property Management</i>
35	Update Training Program Plan and Matrix	Approval	30 days	Every 3 years after the first deliverable or a letter stating no changes	Section C.3.6.4, <i>Training</i> , Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents</i> , J.2 List B., <i>Applicable DOE Directives</i> , Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 426.1

Table J-10.2. Summary of Contract Administration Deliverables

Deliverable		DOE		Contract Deliverable Due ²	Contract Reference
		Action	Response Time		
36	Enhanced Operations Plan	Review	N/A	12 months after NTP	Section C.2, <i>Operations</i>
37	Workforce Restructuring Plans	Approval	30 days	Consult with Contracting Officer or designee for timeframe to submit	Section H.9, <i>Workforce Restructuring</i>
38	Annual Report on Actual and Projected Workforce Reductions	Review	30 days	No later than March 15 of each year	Section H.9, <i>Workforce Restructuring</i>
39	Labor Standards Determination Request and Proposed Work Packages	Determination Letter	30 days	Prior to work commencing with allowance for Contracting Officer determination response	Section H.10, <i>Labor Standards and Attachment J-7, Labor Standards Board Process</i>
40	Davis Bacon Act Semi-Annual Enforcement Report, Form Office of Management and Budget (OMB) 1910-5165, or most current form	Approval	30 days	Semi-annually, by April 21 and October 21 of each year	Section H.10, <i>Labor Standards</i>
41	Annual Report of Compensation and Benefits	Review	N/A	Annually, prior to March 1	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
42	Individual Executive Compensation Requests for Allowability Determination	Approval	30 days	30 days prior to effective date of increase.	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
43	Semi-Annual Report on Union Grievances	Review	N/A	Semi-annually, by June 30 and December 31 of each year	Section H.8, DOE-H-2028, <i>Labor Relations</i>
44	Copies of annual report of insurance costs and/or self-insurance charges	Review	N/A	No later than 60 days after policy end date	Section H.12, DOE-H-2073, <i>Risk Management and Insurance Programs</i>
45	Copies of Insurance Policies or Arrangements	Review	N/A	30 days after purchase date	Section H.12, DOE-H-2073, <i>Risk Management and Insurance Programs</i>
46	Claims Annual Reserve for Self-Insurance	Review	N/A	Annually	Section H.12, DOE-H-2073, <i>Risk Management and Insurance Programs</i>

Table J-10.2. Summary of Contract Administration Deliverables

	Deliverable	DOE		Contract Deliverable Due ²	Contract Reference
		Action	Response Time		
47	Annual Insurance Experience Reports	Review	N/A	Annually	Section H.12, DOE-H-2073, <i>Risk Management and Insurance Programs</i>
48	Expected Major Insurance Claims Report	Review	N/A	As known by Contractor	Section H.12, DOE-H-2073, <i>Risk Management and Insurance Programs</i>
49	Compensation Increase Plan (only if criteria in Section H clause is not met)	Approve	30 days	Annually, by 3rd Friday of October	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
50	Compensation Increase Plan Data (planned increases and position to market data)	Review	N/A	Annually, by the first Monday in December	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
51	List of Top 5 Most Highly Compensated Executives	Review	N/A	When changes are made to Top 5 most highly compensated executives	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
52	Annual Contractor Salary Wage Increase Expenditure Report, DOE-F-3220.8	Review	N/A	Annually, by January 15	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
53	August Update to Fiscal Year 20XX Contractor Pension Data for DOE Financial Statement Disclosures (ASC 715-30) – Hanford	Review	N/A	Annually, by August 31	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
54	August Update to FY 20XX Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (ASC 715-60) – Hanford	Review	N/A	Annually, by August 31	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
55	October Update to FY 20XX Contractor Pension Data for DOE Financial Statement Disclosures (ASC 715-30) – Hanford	Review	N/A	Annually, by October 31	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>

Table J-10.2. Summary of Contract Administration Deliverables

	Deliverable	DOE		Contract Deliverable Due ²	Contract Reference
		Action	Response Time		
56	October Update to FY 20XX Contractor Post Retirement Benefits Other Than Pension for DOE Financial Statement Disclosures (ASC 715-60) – Hanford	Review	N/A	Annually, by October 31	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
57	Fiscal Year 20XX Contractor Pension Data for DOE Financial Statement Disclosures (ASC 715-30) – Hanford	Review	N/A	Annually, by June 30	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
58	Fiscal Year 20XX Contractor Post Retirement Benefits Other Than Pension (PRB) for DOE Financial Statement Disclosures (ASC 715-60) – Hanford	Review	N/A	Annually, by June 30	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
59	Adoption of Any Changes to a Pension Plan	Review and/or Approve	TBD	60 days prior to the adoption of any changes to a pension plan	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
60	U.S. Department of Labor Forms 5500 – Annual Return Hanford Site Pension and Savings Plans	Review	N/A	Annually, by October 15	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
61	Quarterly Data Calls for Pension and Other Benefit Information through iBenefits or its successor system	Approve	30 days	Quarterly	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
62	Limited scope audit as defined in Section 103 of Employee Retirement Income Security Act (ERISA)	Review	N/A	Annually, by September 30	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
63	Benefit Value Study	Review	N/A	Every 2 years by December 31	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>

Table J-10.2. Summary of Contract Administration Deliverables

Deliverable		DOE		Contract Deliverable Due ²	Contract Reference
		Action	Response Time		
64	Multi-Employer Pension Plan Actuarial Valuation Report	Review	N/A	Annually, by October 31	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
65	Pension Management Plan – Hanford	Review	N/A	Updated annually, by January 30	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
66	U.S. Department of Labor Forms 5500 – Hanford Employee Welfare Trust (HEWT)	Review	N/A	Annually, by October 15	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
67	U.S. Department of Labor Forms 5500 – Market Based Welfare Plan	Review	N/A	Annually, by October 15	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
68	Employee Benefits Cost Study comparison – Hanford Plans	Review	N/A	Annually, by October 15	Section H.5, DOE-H-2001, <i>Employee Compensation: Pay and Benefits</i>
69	Certified Payroll Records	Review	N/A	Weekly	I.52, FAR 52.222-8, <i>Payrolls and Basic Records</i>
70	Labor Audit of Cost Reimbursable subcontractors and sub-tiers	Review	N/A	At least once every three years	Section H.45, <i>Subcontractor Timekeeping Records Signature Requirement</i>
71	Community Commitment Plan	Review	N/A	Annually	Section H.24, DOE-H-2045, <i>Contractor Community Commitment</i>
72	Diversity Report	Review	N/A	Annually	Section H.25, DOE-H-2046, <i>Diversity Program</i>
73	Key Personnel Team Requirements	Approval	30 days	60 days in advance of any changes to Key Personnel	Section H.37, DOE-H-2070, <i>Key Personnel – Alternate I (Revised)</i>
74	Statement of royalties paid or required to be paid in connection with performing this contract	Approval	30 days	Before final payment on Contract	Section I.177, DEAR 952.227-9 <i>Refund of Royalties</i>

Table J-10.2. Summary of Contract Administration Deliverables

Deliverable		DOE		Contract Deliverable Due ²	Contract Reference
		Action	Response Time		
75	Invention Disclosure	Review	N/A	Within 2 months after inventor discloses it in writing to Contractor personnel responsible for patent matters	Section I.178, <i>DEAR 952.227-11 Patent Rights-Retention by the Contractor (Short Form)</i>
76	Strategic Partnership Projects agreements	Approval	30 days	As Required	Section I.188, <i>DEAR 970.5217-1 Strategic Partnership Projects Program (Non-DOE Funded Work)</i>
77	Annual Strategic Partnership Projects report	Approval	30 days	As Required	Section I.188, <i>DEAR 970.5217-1 Strategic Partnership Projects Program (Non-DOE Funded Work)</i>
78	Annual Improper Payment Risk Assessment, Testing, and Report	Review	N/A	Annually	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents, J.2 List B., Applicable DOE Directives, Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 226.1B</i>
79	Monthly Reconciliations between Invoice Summaries and General Ledger Accounting Excel® Transaction Data	Review	N/A	Monthly	
80	Requests for Information Supporting OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control	Review	N/A	Annually	
81	General Ledger Summary Reports with Beginning, Period Activity, and Ending Balances by Account in Excel® format	Review	N/A	Monthly	
82	Estimated Property Fire Valuation Report	Review	N/A	Annually	Section J, Attachment J-2, <i>Requirement Sources and Implementing Documents, J.2 List B., Applicable DOE</i>
83	Contract Funds Status Report (CFSR)	Review	N/A	Monthly	
84	Property Reconciliations and Data	Review	N/A	Semi-Annually	

Table J-10.2. Summary of Contract Administration Deliverables

Deliverable		DOE		Contract Deliverable Due ²	Contract Reference
		Action	Response Time		
85	Fiscal Year-End Requirements and Beginning Fiscal Year Budget Planning Requirements	Review	N/A	As requested, June 30 th and September 30 th	<i>Directives, Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 534.1B</i>
86	Institutional Cost Report	Review	N/A	Annually	
87	Accruals and Supporting Detail	Review	N/A	Monthly	
88	Maintenance of Facilities and Equipment Reports	Review	N/A	Quarterly	
89	Reports and Information Supporting 3rd and 4th Quarter DOE Financial Statement Disclosures	Review	N/A	Annually, by October 30th	
90	Management Representation Letter, as required by GAGAS	Review	N/A	Annually	
91	Workers' Compensation Analysis Support	Review	N/A	Semi-Annually	<i>Section J, Attachment J-2, Requirement Sources and Implementing Documents, J.2 List B., Applicable DOE Directives, Table J-2.1., "DOE Directives, Regulations, Policies, and Standards," DOE O 534.1B</i>
92	Capitalized Property Reports including Software Capitalization	Review	N/A	Monthly	
93	Inventory Reports and Reconciliations	Review	N/A	Annually	
94	Technology Transfer Reports	Review	N/A	Annually	
95	Internal Audit plans with audits consistent with Institute of Internal Audit (IIA) audit standards	Review	N/A	Annually	<i>Section C.3.6.9, Internal Audit</i>
96	Subcontract report in Excel®	Review	N/A	Quarterly	
97	Subcontract Audit plans with audits consistent with IIA and/or Generally Accepted Government Auditing Standards (GAGAS) audit standards	Review	N/A	Annually	

Table J-10.2. Summary of Contract Administration Deliverables

Deliverable		DOE		Contract Deliverable Due ²	Contract Reference
		Action	Response Time		
98	International Transactions and Foreign Currency Report	Review	N/A	Quarterly	Section I, FAR 52.216-7, <i>Allowable Cost and Payment</i>
99	Labor Timekeeping data in Excel® format	Review	N/A	Quarterly	
100	P-card transaction reports in Excel® format	Review	N/A	Quarterly	
101	Unallowable Cost reports showing costs taken off contract in Excel® format along with invoice credit to the Government directly following	Review	N/A	Quarterly	
102	Overtime reports and plans in Excel® format	Review	N/A	As required and requested	Section H, Clause H.58, <i>Overtime Control Reporting</i>
103	Conference Management Reports	Review	N/A	Annually	Section H, Clause H.35, DOE-H-2068, <i>Conference Management</i>

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ATTACHMENT J-11

GOVERNMENT-FURNISHED SERVICES AND INFORMATION

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Table of Contents

Tables

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Table J-11.1. Government-Furnished Services and Information

GFS/I	GFS/I Due	Contract Section
DOE will provide existing Programmatic and Management System Documents needed to support execution of the PWS	Within 5 days after notice to proceed (NTP)	C.1
DOE will provide a listing and assessment of property and equipment condition	Within 5 days after NTP	C.1
DOE will provide direction to address potential changes based on the listing of material differences and pre-existing conditions	After negotiations of the final listing of materials and preexisting conditions	C.1
DOE will provide the Material Control and Accountability (MC&A) Plan	Upon Contract transition	C.1
DOE will provide the Laboratory Information Management System (LIMS)	Upon Contract transition	C.2.1.3
DOE will provide the DSA, TSR, and Shipping Authorizations for the assigned hazard Category 3 nuclear facility and the associated transportation activities	Upon Contract transition	C.3.1.2
DOE will provide the Sitewide Safety Programs including, but not limited to: the Workplace Substance Abuse Program, and the Emergency Management Program	Upon Contract transition	C.3.2.4
DOE will provide the Fire Protection Program	Upon Contract transition	C.3.2.8
DOE will provide the Hanford Site Procedure Management system	Upon Contract transition	C.3.3.3
DOE will provide the Sitewide Business Standard for Requirements Management	Upon Contract transition	C.3.3.3
DOE will provide the Contractor Assurance System Software Business Enterprise Suite	Upon Contract transition	C.3.3.4
DOE will provide Safeguards and Security and the Emergency Services Program	Upon Contract transition	C.3.4.1
DOE will provide the Central Electronic Communications Network (HLAN)	Upon Contract transition	C.3.4.2
DOE will provide the Property Management Database	Upon Contract transition	C.3.6.2
DOE will provide the Hanford Site Excess Personal Property Bulletin Board	Upon Contract transition	C.3.6.2
DOE will provide the Real Property Database FIMS	Upon Contract transition	C.3.6.2
DOE will provide the Approved Chemical Suppliers List	Upon Contract transition	C.3.6.2
DOE will review the 12-month and quarterly advance projects of the GFS/I Requests	Following review of 12 month and quarterly advance projections	C.3.6.3
DOE will provide the Certified Electronic Records Management System, IDMS	Upon Contract transition	C.3.6.3
DOE will provide the RIDS Database	Upon Contract transition	C.3.6.3

Table J-11.1. Government-Furnished Services and Information

GFS/I	GFS/I Due	Contract Section
DOE will provide direction in the timing, substance and form of Public Information	Upon Contract transition	C.3.6.5
DOE = U.S. Department of Energy DSA = Documented Safety Analysis FIMS = Facility Information Management System GFS/I = Government-Furnished Services and Information HLAN = Hanford Local Area Network HMESC = Hanford Mission Essential Services Contract IDMS = Integrated Document Management System ISMS = Integrated Safety Management System LIMS = Laboratory Information Management System PWS = Performance Work Statement RIDS = Records Inventory and Disposition Schedule TSR = Technical Safety Requirements		

ATTACHMENT J-12

222-S LABORATORY STRUCTURE LIST

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Table J-12.1. 222-S Laboratory Structure List	J-12-1
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Table J-12.1. 222-S Laboratory Structure List

Structure ID	Title
207SL	Water Retention Basin
212S	Covered Gas Bottle Storage
219S	Rad Waste Staging And Transfer Facility
222S	Central Analytical Laboratory
222SB	South Filter Building
222SC	North Filter Building
222SD	Solid Waste Storage Pad
222SE	Lab Exhaust Filter Building
222SH	Office And Change Room - North Side of 222-S
222SM	Electrical Equipment Building
227S	Lab Conditioned Storage Building
2506W4	Telecommunications
2705S	Lab Office Building
2713S	Lab Office Building
2716S	Laboratory Storage
2734S	Liquid Nitrogen Storage Facility
296S021	Stack, 222S Filter House Exhaust Stack
HS0065	Hazardous Storage Container East Side of 222S
HS0082	Hazardous Storage Container At 222S
HS0083	Hazardous Storage at 222S Northside
MO2171	Office Trailer Near 2704S
MO291	Office Trailer - Near 2704S
MO648	222-S Conference Trailer
RBWTK1	Retention Basin Waste Tank
RBWTK2	Retention Basin Waste Tank
RBWTK3	Retention Basin Waste Tank
Note: All structures are located in the 200 West geographic area of the Hanford Site.	

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ATTACHMENT J-13

222-S LABORATORY WASTE SITE ASSIGNMENT LIST

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Table J-13.1. 222-S Laboratory Waste Site Assignment List..... J-13-1

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Table J-13.1. 222-S Laboratory Waste Site Assignment List

Site Code	Title	Pre-Transition Contractor	Post Transition Contractor
200-W-69	200-W-69; 222-S Laboratory Complex	WRPS	222-S Lab
200-W-76	200-W-76; Room 2B 222-S Laboratory TSD	WRPS	222-S Lab
219-S-101	219-S-101; 219-S-TK-101; TK-101 Crib Waste Receiver; TK-101 Receiver Tank; 219-S	WRPS	222-S Lab
219-S-102	219-S-102; 219-S-TK-102; 219-S Primary Treatment Tank TK-102; 219-S Storage Tank 102	WRPS	222-S Lab
219-S-103	219-S-103; 219-S Storage Tank 103	WRPS	222-S Lab
219-S-104	219-S-104; 219-S-TK-104; 219-S Storage Tank 104; 219-S-103 Replacement Tank	WRPS	222-S Lab
222-SD	222-SD; 222 SD; 222-S DMWSA; 222-S TSD Dangerous and Mixed Waste Storage Area	WRPS	222-S Lab
296-S-13	296-S-13; 222-S Stack	WRPS	222-S Lab
296-S-16	296-S-16; 219-S Stack	WRPS	222-S Lab
296-S-21	296-S-21; 222-S Stack	WRPS	222-S Lab
DMWSA = Dangerous and Mixed Waste Storage Area; WRPS = Washington River Protection Solutions			

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ATTACHMENT J-15

RESERVED

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ATTACHMENT J-16

COMMUNITY COMMITMENT PLAN

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TO BE DETERMINED POST AWARD

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ATTACHMENT J-17

CONTRACT PWS TABLE AND WBS CROSSWALK TABLES

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Attachment J-17a - 222-S Laboratory CLINs

CLIN Numbers	CLIN Description
0010	Transition
0020, 1020, 2020	Standard Operations
0021, 1021, 2021	Enhanced Operations
0030, 1030, 2030	Hanford Site Benefit Plans
0040, 1040, 2040	Usage-Based Services Provided
0041, 1041, 2041	Usage-Based Services Received

Attachment J-17b - 222-S Laboratory Performance Work Statement (PWS)

Level - 1 PWS Number	Level - 1 PWS Description	Level - 2 PWS Number	Level - 2 PWS Description	Level - 3 PWS Number	Level - 3 Description	PWS	Level - 4 PWS Number	Level - 4 PWS Description
C	222-S Laboratory							
		C 1	Transition					
		C 2	Operations					
				C 2 1	Analytical Operations			
							C 2 1 1	Analytical Services
							C 2 1 2	Analytical Control
							C 2 1 3	Laboratory Process Chemistry and Laboratory Analysis
							C 2 1 4	Laboratory Research and Technology Development
				C 2 2	Facility Operations			
							C 2 2 1	Conduct of Maintenance
							C 2 2 2	Corrective Maintenance and Facility Improvements
							C 2 2 3	Operations Control
							C 2 2 4	Conduct of Operations
		C 3	Core Functions					
				C 3 1	Engineering			
							C 3 1 1	Conduct of Engineering
							C 3 1 2	Nuclear Safety
				C 3 2	Environmental, Safety & Health			
							C 3 2 1	Environmental Regulatory Management
							C 3 2 2	Event Reporting and Investigation
							C 3 2 3	Waste Handling
							C 3 2 4	Worker Safety and Health Program
							C 3 2 5	Industrial Hygiene
							C 3 2 6	Beryllium Program
							C 3 2 7	Radiation Protection
							C 3 2 8	Fire Protection Program
							C 3 2 9	Sitewide Safety Systems
							C 3 2 10	Emergency Management Program
				C 3 3	Assurance Systems			
							C 3 3 1	Analytical Quality Assurance
							C 3 3 2	Facility Quality Assurance
							C 3 3 3	Requirements Management Program

Attachment J-17b - 222-S Laboratory Performance Work Statement (PWS)

Level - 1 PWS Number	Level - 1 PWS Description	Level - 2 PWS Number	Level - 2 PWS Description	Level - 3 PWS Number	Level - 3 Description	PWS	Level - 4 PWS Number	Level - 4 PWS Description
		C 6	Hamford Site Benefit Plans					

Attachment J-17c - 222-S Laboratory Proposal Work Breakdown Structure (WBS)

Level - 1 Proposal WBS Number	Level - 1 Proposal WBS Description	Level - 2 Proposal WBS Number	Level - 2 Proposal WBS Description	Level - 3 Proposal WBS Number	Level - 3 Proposal WBS Description	Level - 4 Proposal WBS Number	Level - 4 Proposal WBS Description
P	222-S Laboratory						
		P 1	Transition Operations				
		P 2		P 2 1	Analytical Services and Control		
						P 2 1 1	Analytical Services
						P 2 1 2	Analytical Control
				P 2 2	Laboratory Process Chemistry & Laboratory Analysis and R&D		
						P 2 2 1	Laboratory Process Chemistry and Laboratory Analysis
						P 2 2 2	Laboratory Research and Technology Development
				P 2 3	Facility Maintenance		
						P 2 3 1	Conduct of Maintenance
						P 2 3 2	Corrective Maintenance and Facility Improvements
				P 2 4	Facility Operations		
						P 2 4 1	Operations Control
						P 2 4 2	Conduct of Operations
		P 3	Core Functions				
				P 3 1	Engineering		
						P 3 1 1	Conduct of Engineering
						P 3 1 2	Nuclear Safety
				P 3 2	Environmental, Safety & Health		
						P 3 2 1	Environmental Regulatory Management
						P 3 2 2	Event Reporting and Investigation
						P 3 2 3	Waste Handling
						P 3 2 4	Worker Safety and Health Program
						P 3 2 5	Industrial Hygiene
						P 3 2 6	Beryllium Program
						P 3 2 7	Radiation Protection
						P 3 2 8	Fire Protection Program
						P 3 2 9	Site-wide Safety Systems
						P 3 2 10	Emergency Management Program
				P 3 3	Assurance Systems		
						P 3 3 1	Analytical Quality Assurance
						P 3 3 2	Facility Quality Assurance
						P 3 3 3	Requirements Management Program
						P 3 3 4	Contractor Assurance System
				P 3 4	Safeguards & Security		
						P 3 4 1	Safeguards and Security Program
						P 3 4 2	Cyber Security
				P 3 5	Interface Management		
						P 3 5 1	Interface Management
				P 3 6	Business Services		
						P 3 6 1	Project Support
						P 3 6 2	Project Management
						P 3 6 3	Human Resources
						P 3 6 4	Contract Management
		P 4	Usage-Based Services				
				P 4 1	Usage-Based Services Provided		
						P 4 1 1	Usage-Based Services Provided
				P 4 2	Usage-Based Services Received		
						P 4 2 1	Usage Based Services - Received
		P 5	Enhanced Operations				
				P 5 1	Enhanced Analytical Operations		

Attachment J-17c - 222-S Laboratory Proposal Work Breakdown Structure (WBS)

Level - 1 Proposal WBS Number	Level - 1 Proposal WBS Description	Level - 2 Proposal WBS Number	Level - 2 Proposal WBS Description	Level - 3 Proposal WBS Number	Level - 3 Proposal WBS Description	Level - 4 Proposal WBS Number	Level - 4 Proposal WBS Description
				P.5.2	Enhanced Facility Operations	P.5.1.1	RESERVED - To be defined by Officers - See Footnote
				P.5.3	Enhanced Core Functions	P.5.2.1	RESERVED - To be defined by Officers - See Footnote
		P.6	Hanford Site Benefit Plans	P.6.1	Hanford Site Benefit Plans	P.5.3.1	RESERVED - To be defined by Officers - See Footnote
						P.6.1.1	Hanford Site Benefit Plans

* Officers to define additional Proposal WBS's as necessary.

Attachment J-17d - 222-S Laboratory Contract Work Breakdown Structure (WBS)

Level 1 - 222-S Contract WBS Number	Level 1 - 222-S Contract WBS Description	Level 2 - 222-S Contract WBS Number	Level 2 - 222-S Contract WBS Description	Level 3 - 222-S Contract WBS Number	Level 3 - 222-S Contract WBS Description
222	222-S Laboratory	222.01	Transition	222.01.01	Transition
		222.02	Operations	222.02.01	Analytical Services and Control
				222.02.02	Laboratory Process Chemistry & Laboratory Analysis and R&D
				222.02.03	Facility Maintenance
		222.03	Core Functions	222.02.04	Facility Operations
				222.03.01	Engineering
				222.03.02	Environmental, Safety & Health
				222.03.03	Assurance Systems
				222.03.04	Safeguards & Security
				222.03.05	Interface Management
				222.03.06	Business Services
		222.04	Usage-Based Services	222.04.01	Usage-Based Services Provided
				222.04.02	Usage-Based Services Received
		222.05	Enhanced Operations	222.05.01	Enhanced Analytical Operations
				222.05.02	Enhanced Facility Operations
				222.05.03	Enhanced Core Functions
		222.06	Hanford Site Benefit Plans	222.06.01	Hanford Site Benefit Plans

Attachment J-17e - Proposal Package to 222-S Laboratory PWS Crosswalk

CLIN Numbers		Proposal Packages		Offerors shall provide WBS Dictionaries at the following Proposal WBS level:		Offerors shall, at a minimum, provide BOE's down to the following Proposal WBS levels:		222-S Lab PWS (J-17b)	
CLIN Description	Proposal Package Number (J-17b)	Proposal Package Description	Proposal WBS (J-17c)	Proposal WBS Description	Proposal WBS	Proposal WBS Description	222-S Lab PWS (J-17b)	222-S Laboratory PWS Description	
							C3.6.1.6	Independent Oversight	
							C3.6.1.7	Misc. Core Functions	
					P.3.6.2	Project Management	C3.6.1	Project Management/earned Value Management System	
					P.3.6.3	Human Resources	C3.6.1.5	Human Resources and Work Force Services	
					P.3.6.4	Contract Management	C3.6.1.0	Contract Administration	
							C3.6.1.2	Strategic and Operational Planning	
							C3.6.1.3	Chief Financial Officer Functions	
							C3.6.1.8	Outgoing Contract Transition	
	C 4	Usage-Based Services	P.4.1	Usage-Based Services Provided	P.4.1	Usage-Based Services Provided	C4.1	Usage-Based Services Provided	
			P.4.2	Usage-Based Services Received	P.4.2	Usage-Based Services Received	C4.2	Usage-Based Services Received	
	C 5	Enhanced Operations	P.5.1	Enhanced Analytical Operations	P.5.1	Enhanced Analytical Operations	C5.1	Enhanced Analytical Operations	
			P.5.2	Enhanced Facility Operations	P.5.2	Enhanced Facility Operations	C5.2	Enhanced Facility Operations	
			P.5.3	Enhanced Core Functions	P.5.3	Enhanced Core Functions	C5.3	Enhanced Core Functions	
	C 6	Hanford Site Benefit Plans	P.6	Hanford Site Benefit Plans	P.6	Hanford Site Benefit Plans	C6	Hanford Site Benefit Plans	

Attachment J-17f- Evaluation Package to Contract WBS Crosswalk

CLIN Numbers	222-S Laboratory CLIN Description	Evaluation Packages Offerors shall provide summarized costs at the following Proposal WBS levels:		Offerors shall provide WBS Dictionaries at the following Proposal WBS level:		Contract WBS (J-17f)	Contract WBS Description
		Proposal Package Number (J-17b)	Proposal Package Description	Proposal WBS (J-17e)	Proposal WBS Description		
0010	Transition	C.1	Transition	P.1	Transition	222.01.01	Transition
0020, 1020, 2020	Standard Operations	C.2	Operations				
				P.2.1	Analytical Services and Control	222.02.01	Analytical Services and Control
				P.2.2	Laboratory Process Chemistry & Laboratory Analysis and R&D	222.02.02	Laboratory Process Chemistry & Laboratory Analysis and R&D
				P.2.3	Facility Maintenance	222.02.03	Facility Maintenance
				P.2.4	Facility Operations	222.02.04	Facility Operations
		C.3	Core Functions				
				P.3.1	Engineering	222.03.01	Engineering
				P.3.2	Environmental, Safety & Health	222.03.02	Environmental, Safety & Health
				P.3.3	Assurance Systems	222.03.03	Assurance Systems
				P.3.4	Safeguards & Security	222.03.04	Safeguards & Security
				P.3.5	Interface Management	222.03.05	Interface Management
				P.3.6	Business Services	222.03.06	Business Services
0040, 1040, 2040	Usage-Based Services Provided	C.4	Usage-Based Services	P.4.1	Usage-Based Services Provided	222.04.01	Usage-Based Services Provided
0041, 1041, 2041	Usage-Based Services Received	C.4	Usage-Based Services	P.4.2	Usage-Based Services Received	222.04.02	Usage-Based Services Received
0021, 1021, 2021	Enhanced Operations	C.5	Enhanced Operations				
				P.5.1	Enhanced Analytical Operations	222.05.01	Enhanced Analytical Operations
				P.5.2	Enhanced Facility Operations	222.05.02	Enhanced Facility Operations
				P.5.3	Enhanced Core Functions	222.05.03	Enhanced Core Functions
0030, 1030, 2030	Hanford Site Benefit Plans	C.6	Hanford Site Benefit Plans	P.6	Hanford Site Benefit Plans	222.06.01	Hanford Site Benefit Plans

ATTACHMENT J-18
EXEMPTIONS AND EQUIVALENCIES

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Table J-18.1. Exemptions and Equivalencies

RIMS ID#	Description	DOE Letter	Contr./ Fac. Letter	Facility/System
General – All Hanford Contractors				
42	Exemption to the interior finish requirements (wood panel interiors) for 201 trailers per DOE/EV-0043 and interior flame spread requirements of NFPA 101.	9307323	9154368	Facilities
43	14 exemptions to NFPA required testing and maintenance of Fire Protection Equipment/Systems. Most are frequency reductions. They include water flow actuated devices, circuit interfaces, manual fire alarm boxes, supervisory switches, coded radio reporting systems (NFPA Codes & Standards), restorable heat detectors, control panel fuses, gauge check, dry, reaction and deluge systems, dry sprinkler systems priming water level check, dry sprinkler systems low air, fire department connections, riser flow test, fire hydrant inspection, PIVs and underground gate valves spring test (NFPA criteria).	9103963B	9103044B R1	Fire System IT&M
40	Exemption to the requirements of NFPA 72 for the installation of fire alarm bell bypass switches -- All Facilities.	D2949926	9360277	Fire System IT&M
35	Equivalency for subsequent sounding of supervisory signals. NFPA 72 mandates that fire alarm systems will allow subsequent sounding of supervisory signals when an audible trouble silence switch is provided and silenced.	97-QSH-160	FDH-9756612	Fire System IT&M
34	Grants an equivalency for the requirement to install a plug on the inspector's test valve of dry pipe sprinkler systems per NFPA 13.	96-QSH-077	9651910	Fire System IT&M
134	Hanford Implementation of NFPA 25 (equivalency). Based off guidance from the Headquarters memorandum on NFPA 25 issued on 3/7/1995.	96-QSH-068	FDH-9751512	Fire System IT&M
20	Equivalency granted to the Inspection, Testing, and Maintenance requirements of NFPA 72 and NFPA 25 for all fire protection systems that are not designated safety class. Includes relief from requirements to conduct periodic inspections of 17 different fire alarm system component types; relief from increased testing frequencies specified by NFPA 72 for six different fire alarm component types; and relief from the frequency specified by NFPA 25 for flow testing of automatic fire sprinkler systems.	01-ESD-014	01-ESD-014 attachment	Fire System IT&M

Table J-18.1. Exemptions and Equivalencies

RIMS ID#	Description	DOE Letter	Contr./ Fac. Letter	Facility/System
101	Fire safety equivalency granted to allow refueling vehicle dispensing hoses to extend up to 100 feet to support circumstances where the refueling vehicle must be parked outside a radiological area.	06-SED-0100	FH-0600390	Vehicle Refueling
155	Equivalency Request for Implementation of NFPA 25-2011, Standard for the Inspection, Testing, and Maintenance of Water Based Fire Protection Systems (includes internal pipe inspections)	12-SED-0055	MSA-1201003	Fire System IT&M
165	Temporary Equivalency Request for an Unlisted Proprietary Supervising Station. During the time period between phases, listed Monaco RFAR alarm receiving and processing equipment will be interfacing with existing Harlow RFAR transmitters. The temporary equivalency request has been extended from September 30, 2016 to September 30, 2019.	16-NSD-0038_RL	MSA-1505213	RFAR
222-S				
	222-SH Building construction Equivalency Request	04-AMTF-007/0400515		222S
	222-S Complex Fire Sprinkler System Protection Equivalency	04-TED-17/0400529		222S
	Permanent Exemption Regarding Installation of Automatic Deluge Suppression in the K-1 Exhaust System Upgrades at 242-A	11-ESD-028	WRPS-1102571	242-A