

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 13

2. AMENDMENT/MODIFICATION NO.

0330

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

00603

7. ADMINISTERED BY (If other than Item 6)

CODE

00603

Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352

Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
MS: H6-60
Richland WA 99352

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

WASHINGTON RIVER PROTECTION SOLUTIONS LLC
Attn: BRIAN THOMAS
C/O URŠ ENERGY & CONSTRUCTION, INC.
PO BOX 73 / 720 PARK BLVD
BOISE ID 837290073

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-AC27-08RV14800

10B. DATED (SEE ITEM 13)

05/29/2008

CODE 806500521

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to update Contract Sections C, G, H, I, and J. See continuation pages for further details.

Payment:

OR for ORP

U.S. Department of Energy

Oak Ridge Financial Service Center

P.O. Box 4307

Oak Ridge TN 37831

Period of Performance: 06/20/2008 to 09/30/2016

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

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Katie Downing</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wade E. Hader
15B. CONTRACTOR/OFFEROR <i>Kan</i> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 11/17/15
15B. CONTRACTOR/OFFEROR <i>Kan</i> <small>(Signature of person authorized to sign)</small>	16B. UNITED STATES OF AMERICA <i>Wade E. Hader</i> <small>(Signature of Contracting Officer)</small>
	16C. DATE SIGNED 19 Nov 2015

The following changes are hereby incorporated into the contract under the authority of Department of Energy Acquisition Regulations (DEAR) 970.5204-2, *Laws, Regulations, and DOE Directives* and Federal Acquisition Regulation (FAR) 52.243-2 *Changes-Cost Reimbursement*, at no additional cost to the Government.

1. Update Section C.3.1.5.2, *Procurement, Construction, and Acceptance*, to remove the words “and approval” as follows:

FROM:

The Contractor shall prepare for DOE-ORP review and approval an *As-built Program Description* (Deliverable C.3.1.5.2-4). The as-built process and associated procedures shall identify:

TO:

The Contractor shall prepare for DOE-ORP review an *As-built Program Description* (Deliverable C.3.1.5.2-4). The as-built process and associated procedures shall identify:

2. Update Section C.3.5, *Interface Management*, to revise the paragraph titled *Hanford Site Services and Interface Requirements Matrix*, as follows:

FROM:

The Contractor shall provide input to the MSC to support the development of the annual update to the *Hanford Site Services and Interface Requirements Matrix*. Service provider and user interface requirements are identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. Services are designated as either “mandatory” or “optional” for use by Hanford Site contractors and their subcontractors. MSC is responsible for submitting the *Hanford Site Services and Interface Requirements Matrix* to DOE with the annual ISAP. The Contractor shall concur on the Matrix prior to MSC submittal to DOE.

TO:

The Contractor shall provide input to the MSC to support the development of periodic updates to the *Hanford Site Services and Interface Requirements Matrix*. Service provider and user interface requirements are identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. Services are designated as either “mandatory” or “optional” for use by Hanford Site contractors and their subcontractors. MSC is responsible for submitting the *Hanford Site Services and Interface Requirements Matrix* to DOE. The Contractor shall concur on the Matrix prior to MSC submittal to DOE.

3. Update the table in Section C.5, *Summary of Contract Deliverables*, to correct the spelling of transition for C.2.3.1-3 and revise C.3.1.5.2-4 DOE-ORP Action from Approve to Review as follows:

FROM:

C.3.1.5.2-4	As-built Program Description	Approve	30 days	120 days after contract Notice to Proceed with updates as required
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TO:

C.3.1.5.2-4	As-built Program Description	Review	30 days	120 days after contract Notice to Proceed with updates as required
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4. Update Section G.1(a), *Contract Administration*, changing the Contracting Officer from Susan E. Bechtol to Wade E. Hader as follows:

FROM:

- (a) The correspondence address of the U.S. Department of Energy (DOE) Contracting Officer is:

Susan E. Bechtol, Contracting Officer
 U.S. Department of Energy
 Office of River Protection
 Acquisition Management Division, MSIN H6-60
 P.O. Box 450
 Richland, WA 99352

TO:

- (a) The correspondence address of the U.S. Department of Energy (DOE) Contracting Officer is:

Wade E. Hader, Contracting Officer
 U.S. Department of Energy
 Office of River Protection
 Acquisition Management Division, MSIN H6-60
 P.O. Box 450
 Richland, WA 99352

5. Update Section H.2(h)(6)(ii), *Employee Compensation: Pay and Benefits*, to replace Chamber of Commerce Annual Employee Benefits Cost with Department of Labor's Bureau of Labor Statistics. The change is as follows:

FROM:

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

TO:

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

6. Update Section H.2(m), *Sponsorship, Management and Administration of Rocky Flats and Mound Pension and Post Retirement Benefit (PRB) and Other Plans*, to add a narrative to update the names of the pension plans. As a result H.2(m)(6), *Administration of Rocky Flats Workers' Compensation Insurance Plans* is revised to H.2(m)(7). The change is as follows:

FROM:

- (6) ADMINISTRATION OF ROCKY FLATS WORKERS' COMPENSATION INSURANCE PLANS The Contractor is responsible for (1) the administration, management and settlement of open claims, and (2) claims for incurred but not reported (IBNR) losses at the time of the transfer, under the terms and conditions of the insurance policies and risk financing arrangements listed as follows:

TO:

- (6) The plans show in sections (4) and (5) above have been updated by the Sponsor. The current names of the plans are as follows:
- Rocky Flats Retirement Plan replaces Rocky Flats Multiple Employer Pension Plan
 - Rocky Flats Retirement Plan for Hourly Plant Protection Employees replaces Kaiser-Hill Retirement Plan
 - Mound Employees' Pension Plan replaces CH2M Hill Mound, Inc. Employees' Pension Plan

(7) ADMINISTRATION OF ROCKY FLATS WORKERS' COMPENSATION INSURANCE PLANS The Contractor is responsible for (1) the administration, management and settlement of open claims, and (2) claims for incurred but not reported (IBNR) losses at the time of the transfer, under the terms and conditions of the insurance policies and risk financing arrangements listed as follows:

7. Correct formatting for the second bullet of H.11 that is reflected on the title line of H.12. The change is as follows:

FROM:

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

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

Actual and projected number of voluntary/involuntary separations for the current FY. Please include any actual separations that have already occurred in the current fiscal year.
H.12 WORKERS' COMPENSATION

TO:

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

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

H.12WORKERS' COMPENSATION

8. Update Section H.29, *Responsible Corporate Official*, to revise the name and contacting information listed from Thomas Zarges to Randy Worting. The change is as follows:

FROM:

Name: Thomas Zarges
Position: Sr. Executive Vice President, Operations
Company/Organization: Washington Group International
Address: 720 Park Blvd.
Boise, ID 83712
Phone: (208) 580-3077
Facsimile: (208) 3865379
Email: tom.zarges@wgint.com

TO:

Name: Randy Worting
Position: President of Federal Service
Company/Organization: WAECOM
Address: 20501 Senaca Meadows Parkway, Suite 300
Germantown, MD 20876
Phone: (301) 944-3206
Facsimile: (301) 944-3061
Email: randy.worting@aecom.com

9. Update Section H.42(h), *Updates to the Matrix*, to revise when and how input is done and correct the spelling of “described.” The change is as follows:

FROM:

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

TO:

In cooperation with MSC and PRC, the TOC shall provide input to MSC for as needed updates to the Matrix as described in Section C Clause entitled, *Interface Management*.

10. Add Section H-58, *Risk Management and Insurance Programs*, in its entirety.

11. Update Section I, Contract Clauses, to correct the FAR number listed for I.118A, *Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights* (Apr 2014). The change is as follows:

FROM:

I.118	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I.118A	FAR 52.252-2	Contractor Employee Whistleblower Rights and Requirement TO Inform Employees of Whistleblower Rights (Apr 2014)	None
I.119	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984) (<i>see full text version in Section I</i>)	(b) Fill-in information is underlined in full text

TO:

I.118	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I.118A	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)	None
I.119	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984) (<i>see full text version in Section I</i>)	(b) Fill-in information is underlined in full text

12. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of Applicable DOE Directives to add DOE Order (O) 206.2, *Identity, Credential and Access Management*, at no cost to government. The change is as follows:

FROM:

DOE O 206.1	Department of Energy Privacy Program
DOE N 206.4	Personal Identity Verification

TO:

DOE O 206.1	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential and Access Management
DOE N 206.4	Personal Identity Verification

13. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of Applicable DOE Directives to remove DOE O 252.1A, *Technical Standards Program*, at no cost to government. The change is as follows:

FROM:

DOE O 243.2	Vital Records
DOE O 252.1A	Technical Standards Program
DOE O 350.1, Chg 4	Contractor Human Resource Management Program

TO:

DOE O 243.2	Vital Records
DOE O 350.1, Chg 4	Contractor Human Resource Management Program

14. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of Applicable DOE Directives to revise DOE Order 350.1, Chg 4, *Contractor Human Resource Management Program*, to revising the Document Number to include (CRDs contained in Chapters I, II, III) and add DOE O 350.1, Chg 5 (CRDs contained in Chapters VIII and IX), *Contractor Human Resource Management Program*. The change is as follows:

FROM:

DOE O 350.1, Chg 4	Contractor Human Resource Management Program
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TO:

DOE O 350.1, Chg 4 (CRDs contained in Chapters I, II, III)	Contractor Human Resource Management Program
DOE O 350.1, Chg 5 (CRDs contained in Chapters VIII and IX)	Contractor Human Resource Management Program

15. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of Applicable DOE Directives to changing DOE O 414.1C, *Quality Assurance*, to DOE O 414.1D at no cost to the government. The change is as follows:

FROM:

DOE O 414.1C	Quality Assurance
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TO:

DOE O 414.1D	Quality Assurance
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16. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to change DOE-0336, *Hanford Site Lockout/Tagout Revision 0*, to DOE-0336, Rev. 1A, *Hanford Site Lockout/Tagout*, at no cost to the government. The change is as follows:

FROM:

DOE-0336	Hanford Site Lockout/Tagout Revision 0
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TO:

DOE-0336, Rev 1A	Hanford Site Lockout/Tagout
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17. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to add DOE-0342, Rev 2A, *Chronic Beryllium Disease Prevention Program*, at no cost to the government. The change is as follows:

FROM:

DOE-0336, Rev 1A	Hanford Site Lockout/Tagout
DOE-0343	Hanford Site Wide Stop Work Order Procedure

TO:

DOE-0336, Rev 1A	Hanford Site Lockout/Tagout
DOE-0342, Rev 2A	Hanford Site Chronic Beryllium Disease Prevention Program
DOE-0343	Hanford Site Wide Stop Work Order Procedure

18. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to revise DOE-0343, *Hanford Site Wide Stop Work Order Procedure*, to DOE-0343, Rev 3, at no cost to the government. The change is as follows:

FROM:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

TO:

DOE-0343, Rev 3	Hanford Site Wide Stop Work Order Procedure
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

19. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to add DOE-0344, Rev 3A, *Hanford Site Excavating, Trenching and Shoring*, at no cost to the government. The change is as follows:

FROM:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

TO:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE-0344, Rev 3A	Hanford Site Excavating, Trenching and Shoring
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

20. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to add DOE-0352, *Hanford Site Respiratory Protection*, at no cost to the government. The change is as follows:

FROM:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

TO:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE-0352	Hanford Site Respiratory Protection
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

21. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to add DOE-0355, *Hanford Standardized Hazardous Waste Operation and Emergency Response Training*, at no cost to the government. The change is as follows:

FROM:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

TO:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE-0355	Hanford Standardized Hazardous Waste Operation and Emergency Response Training
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

22. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to add DOE-0359, Rev 2, *Hanford Site Electrical Safety Programs*, at no cost to the government. The change is as follows:

FROM:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

TO:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE-0359, Rev 2	Hanford Site Electrical Safety Programs
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

23. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to add DOE-0360, *Hanford Site Confined Space Procedure*, at no cost to the government. The change is as follows:

FROM:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

TO:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE-0360	Hanford Site Confined Space Procedure
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

24. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to add DOE-0400, *Hanford Site-Wide Employee Concerns*, at no cost to the government. The change is as follows:

FROM:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

TO:

DOE-0343	Hanford Site Wide Stop Work Order Procedure
DOE-0400	Hanford Site-Wide Employee Concerns
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)

25. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to revise the document number only from DOE/RL-89-10, *Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)*, to 89-10 at no cost to the government. The change is as follows:

FROM:

DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
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TO:

89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
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26. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to revise DOE/RL-94-02, Rev 5, *Hanford Emergency Management Plan*, to DOE/RL-94-02, Rev 6, at no cost to the government. The change is as follows:

FROM:

DOE/RL-94-02, Rev 5	Hanford Emergency Management Plan
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TO:

DOE/RL-94-02, Rev 6	Hanford Emergency Management Plan
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27. Update Section J, Attachment 2, *Requirement Sources and Implementing Documents*, to update the list of *DOE-RL/ORP Implementing Documents*, to add ESQ-EM-IP-M435.1-1-01, R0, CRD, *Waste Determination and Citation List for Hanford Secondary Wastes (Sept 2008)*, at no cost to the government. The change is as follows:

FROM:

ORP FR CRD MGT-PM-IP-08 Attachment 9.2, R3	FR Contractor Requirements Document (5/9/2012)
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TO:

ORP FR CRD MGT-PM-IP-08 Attachment 9.2, R3	FR Contractor Requirements Document (5/9/2012)
ESQ-EM-IP-M435.1-1-01, R0, CRD	Waste Determination and Citation List for Hanford Secondary Wastes (Sept 2008)

All other Terms and Conditions remain unchanged.

Attachment 1

DE-AC27-08RV14800, MODIFICATION 330

Replacement Pages

(Total: Seventeen (20) including this Cover Page)

- Section C, Statement of Work, pages C-45, C-62, C-65, and C-67
- Section G.1, Contract Administration, page G-1
- Section H, Special Contract Requirements, pages Hiii, H-6, H-16, H-24, H-45, H-53, H-83 thru H-86
- Section I, Contract Clauses, page I-6
- Section J.2, Requirement Sources and Implementing Documents, pages J.2-1 thru J.2-4

C.3.1.5.2 Procurement, Construction, and Acceptance

The Contractor shall prepare and submit a *Procurement, Construction, and Acceptance Testing Plan* (Deliverable C.3.1.5.2-1) for DOE-ORP approval and update the Plan as required after initial submission. The Plan shall include:

- Description of procurements, construction bids, and work packages;
- Construction management;
- Construction site management;
- Acceptance testing; and
- Descriptive linkage to the *Project Execution Plan* and the *Integrated Safety Management System Description*.

The Contractor shall procure all required material and equipment through the preparation of bid packages and solicitations; evaluating, awarding, and managing subcontracts; accepting subcontractor materials and equipment; and verifying subcontractor acceptance tests.

The Contractor shall submit a *Purchasing System* (Deliverable C.3.1.5.2-2) for DOE-ORP approval in accordance with the Section I Clause entitled, *Subcontracts*.

The Contractor shall certify to DOE-ORP that construction has been initiated.

The Contractor shall maintain a construction inspection system and acceptance testing system, perform inspections and testing, and ensure that the work performed under the Contract conforms to Contract requirements. The Contractor shall maintain complete inspection and testing records and make them available to DOE-ORP. DOE-ORP may elect to use independent acceptance inspectors to participate in acceptance testing and system turnover. The Contractor shall develop and submit an integrated *Construction and Acceptance Testing Program* (Deliverable C.3.1.5.2-3) to DOE-ORP for approval that includes the following elements:

- Verification and approval of all vendor's shop drawings to assure conformity with the approved design and working drawings and specifications;
- Acceptance test plans and procedures for on-site Contractor/subcontractor inspection of construction workmanship, compliance with design drawings and specifications, management of the design construction changes, and criteria for acceptance of fabricated and constructed items;
- Integrated construction acceptance test plans and inspection of construction to assure adherence to approved working drawings and specifications.

The Contractor shall prepare for DOE-ORP review-an *As-built Program Description* (Deliverable C.3.1.5.2-4). The as-built process and associated procedures shall identify:

- Description of the as-built process, including the role of DOE-ORP and the operations contractor. The operations contractor shall participate in acceptance of the as-built design, following construction, and commissioning.
- Drawing series to be as-built.

timely and coordinated fashion. The ISAP also provides tactical-level information to successfully achieve MSC outcomes while minimizing the Site's life-cycle costs. The ISAP includes an approach for taking advantage of new technologies and business practices that make good business sense from a cost and schedule perspective.

As necessitated by changes to the Hanford Site funding profile, MSC provides updates to the ISAP regarding the relative priority of work requirements. The Contractor shall provide input to the *Annual Forecast of Services and Infrastructure's* projection of needed utilities, services and infrastructure, which is incorporated into the ISAP.

Hanford Site Services and Interface Requirements Matrix

The Contractor shall provide input to the MSC to support the development of periodic updates to the *Hanford Site Services and Interface Requirements Matrix*. Service provider and user interface requirements are identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. Services are designated as either "mandatory" or "optional" for use by Hanford Site contractors and their subcontractors. MSC is responsible for submitting the *Hanford Site Services and Interface Requirements Matrix* to DOE. The Contractor shall concur on the Matrix prior to MSC submittal to DOE.

Table C.5, Summary of Contract Deliverables

Deliverable Number	Deliverable	DOE-ORP		Deliverable Due Date ²
		Action	Response Time ³	
C.2.1.1-1	Transition Plan	Approve	5 days	10 days after contract Notice to Proceed
C.2.1.1-2	Statement of Material Differences	Approve	30 days	60 days after contract Notice to Proceed
C.2.1.1-3	Transition Status Reports	Information	N/A	Weekly during Transition
C.2.1.1-4	Transition Agreement	Approve	15 days	75 days after contract Notice to Proceed
C.2.1.3-1	Administrative Interface Agreement with the Analytical Services Production Contractor	Information	N/A	60 days after contract Notice to Proceed with updates as required
C.2.2.1-1	Integrated SST Retrieval Plan	Approve	30 days	April 15, 2009 with annual updates
C.2.2.2-1	Integrated SST Waste Management Area Closure Plan	Approve	30 days	April 15, 2009 with annual updates
C.2.3.1-1	River Protection Project System Plan	Approve	30 days	April 11, 2009 with updates as required
C.2.3.1-2	Integrated Waste Feed Delivery Plan	Approve	30 days	July 30, 2009 with updates as required
C.2.3.1-3	WTP Facility Transition Plan	Approve	30 days	24 months prior to transition to the future Operating Contractor
C.2.3.1-4	WTP LAW/BOF/LAB Facility Transition Plan	Approve	30 days	Upon completion of certification of WTP LAW/BOF/LAB Cold Commissioning with updates as required

² All days refer to calendar days. For the purposes of calculating deliverable due dates, the Notice to Proceed date is July 3, 2008.

³ Number of calendar days for DOE-ORP to execute its GFS/I responsibilities to provide review, approval, and/or certification action on the deliverable following Contractor submission of an acceptable product; or DOE-ORP comments on the deliverable following Contractor submission of an unacceptable product that will require revision and re-submission for DOE-ORP review, approval, and/or certification action.

Deliverable Number	Deliverable	DOE-ORP		Deliverable Due Date ²
		Action	Response Time ³	
C.3.1.3-1	Monthly Performance Report	Review	N/A	Last Tuesday of each Month
C.3.1.4-1	Risk Management Plan	Approve	45 days	120 days after contract Notice to Proceed with updates as required
C.3.1.5.2-1	Procurement, Construction, and Acceptance Testing Plan	Approve	30 days	120 days after contract Notice to Proceed with updates as required
C.3.1.5.2-2	Purchasing System	Approve	30 days	120 days after contract Notice to Proceed with updates as required
C.3.1.5.2-3	Construction and Acceptance Testing Program	Approve	30 days	120 days after contract Notice to Proceed with updates as required
C.3.1.5.2-4	As-built Program Description	Review	30 days	120 days after contract Notice to Proceed with updates as required
C.3.2-1	Integrated Safety Management System Description	Approve	30 days	60 days after contract Notice to Proceed with annual updates
C.3.2-2	Authorization Agreement	Approve	30 days	60 days after contract Notice to Proceed with annual updates
C.3.2-3	ISMS/ESH&Q Performance Objectives, Measures, and Commitments	Approve	30 days	60 days after contract Notice to Proceed with annual updates
C.3.2.2-1	Deleted (Mod 037)			
C.3.2.2-2	Unreviewed Safety Question Process	Approve	30 days	60 days after contract Notice to Proceed with updates as required
C.3.2.3-1	Worker Safety and Health Program	Approve	30 days	60 days after contract Notice to Proceed with updates as required
C.3.2.3-2	Radiation Protection Program	Approve	30 days	60 days after contract Notice to Proceed with updates as required
C.3.2.3-3	Chronic Beryllium Disease Prevention Program	Approve	30 days	60 days after contract Notice to Proceed with updates as required

G.1 CONTRACT ADMINISTRATION

- (a) The correspondence address of the U.S. Department of Energy (DOE) Contracting Officer is:

Wade E. Hader, Contracting Officer
U.S. Department of Energy
Office of River Protection
Acquisition Management Division, MSIN H6-60
P.O. Box 450
Richland, WA 99352

- (b) Performance of the work under this Contract shall be subject to the technical direction of DOE Contracting Officer's Representative(s) (COR) in accordance with the Section I Clause entitled, *DEAR 952.242-70, Technical Direction*. Any change in any DOE COR may be made administratively by letter from the Contracting Officer consistent with Section I Clause entitled, *DEAR 952.242-70, Technical Direction*.
- (c) The designated paying office for direct payment invoices under the Contract is:

Direct Mail Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
P.O. Box 4307
Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
200 Administration Road
Oak Ridge, TN 37831
(865) 241-5073

The preferred method for payments of allowable costs and fee is by draw from the Special Financial Institution Account in accordance with the Section B Clause entitled, *Fee Determination and Payment*, and the Section H Clause entitled, *Payments and Advances*. If direct payment method is used, original invoices for fee shall be submitted to the designated paying office with copies to the Contracting Officer and the COR. Original and copies of invoices shall be submitted at the same time and by the same method.

The following reporting procedure will apply to submission of monthly cost reports for Recovery Act work specified in the accelerated work scope baseline.

- (d) The contractor will separately identify costs that pertain to the Recovery Act work. The contractor will provide a monthly report that identifies the total amount drawn on the letter of credit. This monthly report shall separate and identify Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.

H.46	BASELINE AND REPORTING REQUIREMENTS FOR WORK PERFORMED UNDER THE RECOVERY ACT	58
H.47	RECOVERY ACT MODIFICATION DEFINITIZATION	62
H.48	EMERGENCY PROCEDURES.....	63
H.49	ENVIRONMENTAL MANAGEMENT-SPECIFIC SUSTAINABILITY CONTRACT CLAUSE.....	63
H-50	NATIONAL NUCLEAR SECURITY ADMINISTRATION/ENVIRONMENTAL MANAGEMENT STRATEGIC SOURCING PARTNERSHIP.....	65
H-51	REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES....	66
H-52	COST ESTIMATING SYSTEM REQUIREMENTS	66
H-53	EARNED VALUE MANAGEMENT SYSTEM	70
H-54	ACCOUNTING SYSTEM ADMINISTRATION	74
H-55	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION.....	76
H-56	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	79
H-57	LIST OF CONTRACTING OFFICER'S REPRESENTATIVES DESIGNATED FOR THIS CONTRACT	81
H-58	CONFERENCE MANAGEMENT	82
H-59	RISK MANAGEMENT AND INSURANCE PROGRAMS	83

for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources; and,

- (ii) Separate Employee Benefits Cost Study comparisons are annually required for all plans identified in paragraph (a). An Employee Benefits Cost Study is a study which analyzes the Contractor's employee benefits cost on a per capita per full time equivalent employee basis and as a percent of payroll and compares them with the costs reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved, broad based, national survey.
- (7) When net benefit value exceeds the comparator group by more than five (5) percent (%), the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived by the Contracting Officer .
- (8) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than 5 %, and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
- (9) Within two (2) years of approval of the Contractor's corrective action plan by the Contracting Officer, the Contractor shall implement corrective action plans to align employee benefit programs with the benefit value and per capita cost range or percent of payroll as approved by the Contracting Officer.
- (10) The Contractor may not terminate any benefit plan during the term of the Contract without prior approval of the Contracting Officer in writing.
- (11) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on the specific terms of the plans identified in paragraph (a), as amended. Unless required by Federal or State law, advance funding of PRBs is not allowable.
- (12) All costs of administration shall be costs of each plan individually and allocated to participating plan sponsors. Costs of administration shall be directly billed to the plans and not charged by indirect allocation.
- (13) The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the functions of the plans.
- (14) The Contractor shall render all ordinary and normal administrative services and functions which may be reasonably required. The Contractor shall annually provide an itemization of costs incurred for plan administration for each plan to the Contracting Officer within 60 days of the end of each plan year.
- (15) The Contractor shall manage Plan assets in a prudent manner. The Contractor shall develop and submit to the Contracting Officer an Investment Policy Statement for each plan that clearly defines investment return objectives and risk tolerances, and shall perform annual pension plan Investment Performance Self-Assessments.

- (6) The plans show in sections (4) and (5) above have been updated by the Sponsor. The current names of the plans are as follows:
- Rocky Flats Retirement Plan replaces Rocky Flats Multiple Employer Pension Plan
 - Rocky Flats Retirement Plan for Hourly Plant Protection Employees replaces Kaiser-Hill Retirement Plan
 - Mound Employees' Pension Plan replaces CH2M Hill Mound, Inc. Employees' Pension Plan

(7) ADMINISTRATION OF ROCKY FLATS WORKERS' COMPENSATION INSURANCE PLANS The Contractor is responsible for (1) the administration, management and settlement of open claims, and (2) claims for incurred but not reported (IBNR) losses at the time of the transfer, under the terms and conditions of the insurance policies and risk financing arrangements listed as follows:

(a) Government Ratings Plans (GRP)

Contractor	Carrier	Policy Number	Policy Term
Dow Chemical	St. Paul Travelers	20431940	2/26/51-6/30/75
Rockwell International	St. Paul Travelers	133T8519	7/1/75-12/31/89
EG&G	Liberty Mutual	WC2-611-004234-01-93	1/1/90-1/1/94
JA Jones	St. Paul Travelers	199T0407	10/1/87-7/31/95
Swinerton & Walberg	St. Paul Travelers	143T9109	11/30/75-11/30/87
Wackenhut Services	Wausau	311-0-91482	8/1/90-8/1/94

(b) Contractor Controlled Insurance Program (CCIP)

Contractor	Carrier	Policy Number	Policy Term
Kaiser-Hill	AIG	WC8426100	7/1/95-7/1/96
Kaiser-Hill	AIG	WC8430734	7/1/96-7/1/97
Kaiser-Hill	Reliance National In Liquidation	NWA1351551	7/1/97-10/1/00
Kaiser-Hill	Pinnacol Assurance	4034000	10/1/00-12/31/05

Upon transfer of management and administration responsibilities, the Contractor shall manage and administer the Rocky Flats' Workers' Compensation Insurance Plans in accordance with all applicable laws, regulations, DOE Directives and in accordance with the provisions and requirements of this Contract

These plans shall be managed and administered separately from the workers' compensation process identified in Section H.12, Workers Compensation, so as to preserve the plans' separate and distinct legal identities.

(n) Rocky Flats and Mound Pension and PRB Plans Reporting Deliverables

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

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

H.12 WORKERS' COMPENSATION

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

- (a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- (b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- (c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.
- (d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.
- (e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.
- (f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.
- (g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- (h) Time-loss compensation shall be paid to injured workers in accordance with the RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.
- (i) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so

H.29 RESPONSIBLE CORPORATE OFFICIAL

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

Name: Randy Worting
Position: President of Federal Service
Company/Organization: WAECOM
Address: 20501 Seneca Meadows Parkway, Suite 300
Germantown, MD 20876
Phone: (301) 944-3206
Facsimile: (301) 944-3061
Email: randy.worting@aecom.com

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

H.30 MENTOR-PROTÉGÉ PROGRAM

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

(4) Clear delineation of roles, responsibilities, accountabilities, and authorities.

(e) Controls

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

(f) Right of Access

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

(g) Nuclear Safety

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

(h) Updates to the Matrix

In cooperation with MSC and PRC, the TOC shall provide input to MSC for as needed updates to the Matrix as described in Section C Clause entitled, *Interface Management*.

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

H-58 RISK MANAGEMENT AND INSURANCE PROGRAMS

(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 must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by the DOE.
- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 950.5070, Indemnification and DEAR 950.70, Nuclear Indemnification of DOE Contractors).
- (3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts; and FAR 31.205-19, DEAR 931.205-19, and DEAR 970.3102-05-19, Insurance and Indemnification.
- (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 contracting officer 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:
 - (i) Compliance with criteria set forth in FAR 28.308, 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.

- (ii) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
 - (iii) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
 - (iv) Accounting of self-insurance charges.
 - (v) Accrual of self-insurance reserve. The Contracting Officer'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 Contracting Officer 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 Contracting Officer's review.
 - d. Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
 - (8) Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
 - (9) Comply with the Contracting Officer'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 Contracting Officer 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 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 Contracting Officer 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 Contracting Officer.
- (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 Contracting Officer for any change in program direction; and
- (2) ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.106	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.107	FAR 52.244-6	Subcontracts for Commercial Items (Mar 2007)	None
I.108	FAR 52.245-1	Government Property (Jun 2007)	None
I.109	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None
I.110	FAR 52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. DE-AC27-08RV14800, the Contract Administration Office specified in the Section G Clause entitled, <i>Contract Administration</i>
I.111	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.112	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	None
I.113	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) (<i>see full text version in Section I</i>)	(c) Fill-in information is underlined in full text
I.114	FAR 52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	None
I.115	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.116	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.117	FAR 52.251-1	Government Supply Sources (Apr 1984) Alternate I (Apr 1984)	None
I.118	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I.118A	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)	None
I.119	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984) (<i>see full text version in Section I</i>)	(b) Fill-in information is underlined in full text
I.120	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.121	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	None
I.122	DEAR 952.204-2	Security Requirements (May 2009)	None
I.123	DEAR 952.204-70	Classification/Declassification (Sep 1997)	None
I.124	DEAR 952.204-75	Public Affairs (Dec 2000)	None

**ATTACHMENT J.2
 REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS**

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

LIST A: Removed in Contract Modification 274

LIST B: APPLICABLE DOE DIRECTIVES

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

Document Number	Title
DOE O 130.1	Budget Formulation Process
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.1	Classified Visits Involving Foreign Nationals
DOE O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3 A	Unclassified Foreign Visits and Assignments Program
DOE N 144.1	Change to DOE Order 1230.2
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1A	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information
DOE O 205.1A	DOE Cyber Security Management
DOE M 205.1-4	National Security System Manual
DOE M 205.1-5, Admin Change 2	Cyber Security Process Requirements Manual
DOE M 205.1-6, Admin Change 2	Media Sanitization Manual
DOE M 205.1-7, Admin Change 2	Security Controls for Unclassified Information Systems Manual
DOE M 205.1-8, Admin Change 2	Cyber Security Incident Management Manual
DOE O 206.1	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential and Access Management
DOE N 206.4	Personal Identity Verification
DOE N 206.5	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information
DOE O 210.2A	DOE Corporate Operating Experience Program

Document Number	Title
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation With the Office of the Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 227.1	Independent Oversight Program
DOE M 231.1-1A, Chg 2	Environment, Safety, and Health Reporting Manual
DOE O 231.1B	Environment, Safety and Health Reporting
DOE O 232.2, Chg 1	Occurrence Reporting and Processing of Operations Information
DOE N 234.1	Reporting of Radioactive Sealed Sources
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1A	Records Management Program
DOE O 243.2	Vital Records
DOE O 350.1, Chg 4 (CRDs contained in Chapters I, II, III)	Contractor Human Resource Management Program
DOE O 350.1, Chg 5 (CRDs contained in Chapters VIII and IX)	Contractor Human Resource Management Program
DOE O 413.1A	Management Control Program
Reserved	
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D	Quality Assurance
DOE O 420.1B	Facility Safety
DOE O 422.1 Chg 1	Conduct of Operations
DOE O 425.1D	Verification of Readiness to Start Up or Restart of Nuclear Facilities
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements
DOE O 430.1B Chg 1	Real Property Asset Management
DOE O 433.1B	Maintenance Management Program for DOE Nuclear Facilities
DOE M 435.1-1 Chg 1	Radioactive Waste Management Manual
DOE O 435.1, Chg 1	Radioactive Waste Management
DOE O 436.1	Departmental Sustainability
DOE O 440.1B	Worker Protection Management for DOE Federal and Contractor Employees
DOE O 442.2	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety, and Health
DOE O 442.1A	DOE Employee Concerns Program
DOE M 441.1-1	Nuclear Material Packaging Manual
DOE M 450.4-1	Integrated Safety Management System Manual
DOE G 450.4-1B Vol 1	Integrated Safety Management System Guide (Volume 1) for use with Safety Management System Policies (DOE P 450.4, DOE P 450.5, and DOE P

Document Number	Title
	450.6); The Functions, Responsibilities, and Authorities Manual; and the DOE Acquisition Regulation
DOE O 451.1B Chg 1	National Environmental Policy Act Compliance Program
DOE N 451.1	Change to DOE Order 451.1B
DOE O 458.1 Chg 2	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation & Packaging Management
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
DOE O 461.1B	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE M 461.1-1 Chg 1	Packaging and Transfer of Materials of National Security Interest Manual
DOE O 461.2	Packaging and Transportation for Onsite Transfer of Materials of National Security Interest
DOE O 470.4A	Safeguards and Security Program
DOE M 470.4-1, Chg 1	Safeguards and Security Program Planning and Management
DOE M 470.4-2A,	Physical Protection
DOE M 470.4-3	Protective Force
DOE M 470.4-5	Personnel Security
DOE M 470.4-6, Chg 1	Nuclear Material Control and Accountability
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3, Chg 1	Identifying and Protecting Official Use Only Information
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.6	Information Security
DOE O 472.2	Personnel Security
DOE O 475.1	Counterintelligence Program
DOE O 475.2A	Identifying Classified Information
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 534.1B	Accounting
DOE O 551.1D	Official Foreign Travel
DOE O 1230.2	American Indian Tribal Government Policy

Table J.2.9 DOE-RL/ORP Implementing Documents

Document Number	Title
ASME NQA-1-2004	Quality Assurance Requirements for Nuclear Facility Applications
DOE-0223	RL Emergency Implementing Procedures
DOE-0336, Rev 1A	Hanford Site Lockout/Tagout
DOE-0342, Rev 2A	Hanford Site Chronic Beryllium Disease Prevention Program
DOE-0343, Rev 3	Hanford Site Wide Stop Work Order Procedure
DOE-0344, Rev 3A	Hanford Site Excavating, Trenching and Shoring
DOE-0352	Hanford Site Respiratory Protection

Document Number	Title
DOE-0355	Hanford Standardized Hazardous Waste Operation and Emergency Response Training
DOE-0359, Rev 2	Hanford Site Electrical Safety Programs
DOE-0360	Hanford Site Confined Space Procedure
DOE-0400	Hanford Site-Wide Employee Concerns
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8, (for WIPP-related activities)
DOE/RL-2001-0036, Rev 1E	Hanford Site Wide Transportation Safety Document
DOE/RL-2002-12, Rev 1	Hanford Radiological Health and Safety Document
89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-92-36	Hanford Site Hoisting and Rigging Manual
DOE/RL-94-02, Rev 6	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 3	Hanford Analytical Services QA Requirements Document
DOE/RW-0333P, Rev 18	DOE Office of Civilian Radioactive Waste Management, Quality Assurance Requirements and Descriptions
DOE/RW-0351, Rev 4	Waste Acceptance System Requirements Document (WASRD)
DOE/RW-0511, Rev 2	Integrated Interface Control Document (ICD), Vol I, US DOE SNF & HLW to the Monitored Geologic Repository
DOE/WIPP-02-3122	Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant
ENS-ENG-IP-05, Rev 0	ORP Fire Protection Program
EM Policy Letter, July 10, 2006	Policies for Environmental Management Operating Project Performance Baselines, Contingency and Federal Risk Management Plans, and Configuration Control
EM-QA-001	Quality Assurance Program (QAP)
HNF-EP-0063	Hanford Site Solid Waste Acceptance Criteria
HNF-25842	Solid Waste Operations Complex (SWOC) Authorization Agreement (AA)
SCSP, July 5 2005	Site Counterintelligence Support Plan
Reserved	
SEN-35-91	Nuclear Safety Policy
ANSI/ISA-84.00.01 (ANSI 2004)	Functional Safety: Safety Instrumented Systems for the Process Industry Sector
ORP FR CRD MGT-PM-IP-08 Attachment 9.2, R3	FR Contractor Requirements Document (5/9/2012)
ESQ-EM-IP-M435.1-1-01, R0, CRD	Waste Determination and Citation List for Hanford Secondary Wastes (Sept 2008)