PERSONAL PROPERTY TRANSFER IMPLEMENTATION PLAN
CONCURRENCE

EQUIPMENT: Economic Development Excess Equipment

GRANTEE: Tri-Cities Asset Reinvestment Company, LLC (TARC)

TERM: June 8, 1999 and is in effect for five years.

I am in agreement and support of the Implementation Plan with TARC.

Edward V. Hiskes  
Office of Chief Counsel  
6/8/99  
Date

Peter E. Rasmussen  
Procurement Services Division  
6/12/99  
Date

Shannon M. Ortiz, OPMO  
Site Services Division  
June 8, 1999  
Date

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Site Services Division  
6/8/99  
Date

Norman D. Moorer, Director  
Site Services Division  
6/10/99  
Date
PERSONAL PROPERTY TRANSFER IMPLEMENTATION PLAN
BETWEEN
THE DEPARTMENT OF ENERGY (DOE) RICHLAND OPERATIONS OFFICE (RL)
AND
TRI-CITIES ASSET REINVESTMENT COMPANY, LLC (TARC)

I. INTRODUCTION

This plan establishes conditions under which personal property may be transferred from the United States Department of Energy (DOE or DOE-RL), an agency of the United States Government, to the Tri-Cities Asset Reinvestment Company, LLC (TARC), a Washington Limited Liability Company.

A. Background

Section 3155 of Public Law 103-160, the National Defense Authorization Act for Fiscal Year 1994, authorizes the Secretary of Energy to transfer, for consideration, all rights, title, and interest of the United States in and to personal property and equipment if the Secretary determines that such transfers will mitigate the adverse economic consequences that might otherwise arise from the closure of the DOE facility.

B. Purpose

The purpose of this Implementation Plan is to establish a local economic development program and community transition program between DOE and TARC, the directed community representative for the CRO, as required by DOE Personal Property Guidance Letter No. 970-1.

C. Objectives

The objectives of this program will be to identify personal property which is excess to the needs of RL and/or DOE as having possible application to local economic development projects and sponsor the actions the community may take to offset the local consequences of DOE's downsizing.
II. RESPONSIBILITIES

A. TARC

TARC will act as the single point of contact for economic development issues for the identification and request of DOE excess personal property.

TARC must publicly describe the purpose, scope, and method of their community transition economic development efforts. These efforts should reach a broad segment of the community in an inclusive and timely way. This will assure fairness of opportunity for participation in the planning and subsequent projects they support.

III. ADMINISTRATION

A. Eligible Excess Personal Property

This plan concerns property of DOE from the DOE Richland operations office.

RL currently plans to offer excess personal property using the following priorities:

1. DOE-RL site use,
3. Other DOE usages,
4. DOE-RL efforts to support economic transition, and
5. then to TARC under this implementation plan

When there is an item which has been identified for both economic development and DOE program need, the program need determination will be made by the Manager of RL. These priorities are subject to change depending upon RL program needs and goals.

B. Request/Approval for Transfer of Personal Property

1. In the event that TARC desires to acquire property under this plan, Attachment 1, Local Economic Development Request, is to be completed and submitted by TARC to the DOE-RL economic transition program. The DOE-RL economic transition program will process and obtain approval for the transfer of personal property requested by TARC. For routine (not high risk and valued at less than $1 million) property transfers, RL will endeavor to complete the review and approval process within 60 calendar days from the date when the personal property becomes available to TARC.
2. TARC is required to provide justification for how the personal property will be used to benefit the local community, for each request. The justification will include but not be limited to how the local community will benefit, marketing and sales approaches to be used, justification for proposed compensation to the DOE, and a description of the end use for the property.

3. If the cumulative "bare costs" (defined as DOE original acquisition costs less shipping and installation costs) of the transaction or a group of transactions to the same business exceeds $1 million, TARC must supply:
   a. A summary business plan for the use of the property, and
   b. A due diligence report on the businesses involved in the transfer.

   DOE may also establish a reversionary right in the property to assure local community development and/or surety rights to insure compliance with the business plan or ensure the personal property remains in the local communities.

C. Compliance Review

Upon 30 days notice, DOE-RL may review TARC's compliance with this plan. The review may include examination and audit of all books, records, documents and other data required to assess compliance with this agreement.

D. High Risk Property

Additional terms and conditions may be required for personal property transfers that include high risk property.

High risk property means that property requiring special handling, control, and disposition because its unintentional or premature release could pose risks to the public, the environment, or the interests of the United States.

Types of property which meet this definition are proliferation-sensitive property, nuclear-related or dual-use property, export controlled property, military critical technologies list property, hazardous property, radioactively contaminated property, specially designed and produced property, special nuclear material, and unclassified controlled nuclear information.

Upon request, DOE-RL will advise TARC if the excess property is high risk property, and if so, what the type and nature or the high risk is, and will advise TARC as to any special requirements related to the property, including, but not limited to handling, limitations on export, and any other special requirements that could adversely impact the market value of the item or create the special risks of harm.
E. No Warranty

The DOE, the government and/or its contractors make no guaranty, warranty, or representation, expressed or implied, as to the kind, size, weight, quality, character, description, or condition of any of the property, or its fitness for any use or purpose; or that the property will not cause injury or damage to persons or property; or that any information furnished as to the property, its radioactive contamination, or other matters which may concern it are complete or accurate; and neither the DOE, its subcontractors, nor the Government shall be held responsible for any such injury or damage.

The property may be contaminated with quantities of radioactive material (uranium or its compounds or derivatives) so small as not to have been recovered or removed by previous treatment. To the best of the knowledge and belief of the Government the surface uranium contamination of such property is within the permissible levels of contamination established by the DOE for the sale of Government-owned surface-uranium contaminated property. A copy of DOE's requirements pertaining to permissible levels of surface-uranium contaminated property is shown as Attachment 5. A radiation survey report covering the property will be prepared by a representative of the government and a copy of this report will be available for equipment offered for sale.

F. Claims Liability

TARC agrees to save the Government, its contractors and subcontractors (including Westinghouse Hanford Company), and their officers and agents and employees harmless from any and all claims, demands, actions, losses, liabilities, judgments, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property or the injuries to or the death of any and all persons whatsoever, to the extent the loss, damage or injury was proximately caused by the fault of TARC or TARC's officers, agents or employees arising out of or in any way connected with the removal, storage, use of or transfer of personal property while in, upon or about the Hanford site on which the property sold or offered for sale is located, while going to or departing from such area, or while in the property is held in storage on or off the Hanford site prior to transfer to a third party.

TARC shall obtain an executed waiver and release of liability and indemnity agreement from any of TARC's selected industrial participants, economic development partners, property assignees, their agents, servants, or employees, including any third party participating in the program developed pursuant to this implementation plan. The waiver and release of liability and indemnity agreement shall substantially conform to Attachment 2, and shall be executed prior to the entry of any of the above named parties upon Government property for any purpose, including but not limited to purposes of inspection, removal, use or operation of personal property. The waiver and release of liability and indemnity agreement shall, upon its execution, remain in full force and
effect for a period of 36 months.

G. Limitation on Agent's or Government's Liability

In any case where the liability of DOE or TARC has been established, the extreme measure of each party's liability shall not in any event exceed the percentage of fault attributable to that party.

H. Consideration

The amount of consideration to DOE for personal property transferred will be mutually agreed upon.

I. Covenant Against Contingent Fees (FAR 52.203-5)

TARC warrants that no person or agency has been employed or retained to solicit or obtain this plan upon an agreement or understanding for a fee, except a bona fide employee or agency. For breach or violation of this warranty, the government shall have the right to annul this plan without liability. or, in its discretion, to deduct from the contract price or consideration, or otherwise the full amount of the contingent fee.

"Bona Fide agency," as used in this clause, means an established commercial or selling agency, maintained by TARC for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

"Bona Fide employee" as used in this clause, means a person, employed by TARC and subject to TARC's supervision and control as to time, place, and manner of performance who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.
J. Officials Not To Benefit (FAR 52.203-1)

No Member or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

K. Equal Employment Opportunity (FAR 52.222-26)

TARC shall comply with the provisions of the following subparagraphs if, during any 12 month period (including the 12 months preceding the effective date of this plan), TARC has been or is awarded non-exempt Federal contracts or subcontracts having an aggregate value in excess of $10,000. TARC shall provide information necessary to determine applicability of this requirement.

During performance of this contract, TARC agrees as follows:

1. TARC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2. TARC shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection of training, including apprenticeship.

3. TARC shall post in conspicuous places available to employees and applicants for employment, the notices to be provided by the contracting Officer that explain this clause.

4. TARC shall, in all solicitations or advertisement for employees placed by or on behalf of TARC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

5. TARC shall send, to each labor union, or representative of workers with which it has a collective bargaining agreement or other contact or understanding, the notice to be provided by the Contracting Officer advising the labor union or worker's representative of TARC's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
6. TARC shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

7. TARC shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form is the prescribed form to be filed within 30 days following the award, unless filed within 12 months proceeding the date of award.

8. TARC shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain TARC's compliance with the applicable rules, regulations and orders.

9. If the OFCCP determines that TARC is not in compliance with this clause or any rule, regulations, or order of the Secretary of Labor, TARC may be declared ineligible for further government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against TARC as provided in Executive Order 11246, as amended, the rules, regulations and orders of the Secretary of Labor, or an otherwise provided by law.

10. TARC shall include the terms and conditions of subparagraph 1 through 11 of this clause in every subcontract or purchase order that is not exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

11. TARC shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if TARC becomes involved, in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, TARC may request the United States to enter into the litigation to protect the interests of the United States.

Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

L. Termination

This plan may be terminated upon 60 days written notification from either party to this agreement. In any event, this plan shall terminate 5 years from its effective date.
M. Failure Of Parties To Insist On Compliance

The failure of either Party to insist, in any one or more instances, upon performance of any of the terms of this plan shall not be construed as a waiver or relinquishment of the party's right to the future performance of any such terms, covenants, or conditions and other party's obligations with respect to such future performance shall continue in full force and effect.

N. Severability

Should any term or provision of this plan, or any part thereof, be held unenforceable for any reason, such unenforceable term or provision, or part thereof, shall not affect the remainder of this contract, it being agreed the provisions hereof are severable.

O. Payment

Any payment due DOE shall be made by check payable to DOE and delivered to DOE on the effective date of transfer.

P. Caption

All captions or subtitles used herein are intended solely for convenience of reference and shall in no way limit or broaden any of the provisions of this Agreement.

Q. Cooperation

Both parties hereto agree to cooperate fully in all matters related to or arising out of this agreement.

R. Interpretations

This plan sets forth the conditions under which TARC may receive property from RL. Notwithstanding any other provision of this document, this document does not grant to TARC any enforceable contractual rights against RL, including the right to receive any property. Rather, this document is intended to set forth conditions and terms under which TARC shall receive and hold any property which RL may, in its discretion, elect to transfer to TARC. Specifically, the use of the terms "contract" or "agreement" in this document shall not be interpreted to mean that TARC shall have any contractual rights with respect to RL. However, TARC shall be bound to hold any property which it receives under this document in accordance with the terms herein.
S. Waiver

Failure of either party to enforce any of the provisions of this plan shall not be construed as a waiver by that party of any such provisions or of the right of such party to thereafter strictly enforce each and every provision of this plan.

PROMULGATED BY:

For the Department of Energy
Richland Operations Office

For Tri-Cities Asset Reinvestment Company
LLC

Contracting Officer

TARC Executive Director

Date 6/25
Date 6/7/99
DOE-TARC Asset Transition Agreement

Prepared by the Department of Energy, Richland Operations Office in conjunction with The Tri-Cities Asset Reinvestment Company, L.L.C.

May 25, 2005
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List of Attachments

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DOE-TARC Asset Transition Agreement for Economic Development

1. **Background**

Section 3155 of Public Law 103-160, the National Defense Authorization Act for Fiscal Year 1994, authorized the Secretary of Energy to transfer, for consideration, all rights, title, and interest of the United States in and to personal property and equipment if the Secretary determined that such transfers will mitigate the adverse economic consequences that might otherwise arise from the closure of the DOE facility.

2. **Purpose**

The purpose of this agreement is to re-establish the Community Reuse Organization (CRO), as required by DOE Personal Property Guidance Letter No. 970-1. The CRO is to coordinate all economic development planning and management efforts that address DOE-related impacts. The CRO shall be the Tri-Cities Asset Reinvestment Company, L.L.C. (TARC).

By encouraging private sector entities to incorporate the land, labor and capital resources surplus to the DOE missions into their ventures, the regional economic base can be expanded and diversified; public resources can be redeployed into the private sector; and private capital can be leveraged to achieve public sector objectives. These results can be achieved by providing information to potential business enterprises assisting local and regional stakeholders achieve their goals and objectives, preserving national technological assets and directing surplus DOE property to most efficient use.

3. **Responsibilities for the CRO**

3.1 **Commitment to Federal and State Agencies**

The CRO will work with a designated State representative for screening and a designated Federal representative from GSA to supply key assets for strategic community and economic development initiatives.

3.2 **Continuity of Economic Development and Single Voice for Economic Development**

TARC will act as the single point of contact for identification and reuse of DOE excess personal property for economic development.

3.3 **Notification of the Public**

The CRO will publicly describe the purpose, scope, and method of reuse of excess Hanford personal property for economic development. These efforts
should reach a broad segment of the community in an inclusive and timely way. This will assure fairness of opportunity for participation in the planning and subsequent projects it supports.

3.4 Claims Liability

TARC agrees to save the Government, its contractors and subcontractors and their officers and agents and employees harmless from any and all claims, demands, actions, losses, liabilities, judgments, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property or the injuries to or the death of any and all persons whatsoever, to the extent the loss, damage or injury was proximately caused by the fault of TARC or TARC's officers, agents, employees arising out of or in any way connected with the storage, use of or transfer of personal property while the property is held in storage off the Hanford Site prior to transfer to a third party.

4. Agreement Assignment

During the period of performance of this agreement it may become necessary for DOE to transfer and assign this agreement to another DOE entity, prime contractor or other designee, as applicable. Details of the transfer will be determined by the DOE prior to the transfer. Any recommendations and/or suggestions on individual transfers should be submitted in writing to the Contracting Officer prior to the transfer or assignment. If the CRO does not agree with reassignment, the agreement can be terminated per section 9.

5. High Risk Property

Additional terms and conditions may be required for personal property transfers that include high risk property.

High risk property means that property requiring special handling, control, and disposition because its unintentional or premature release could pose risks to the public, the environment, or the interests of the United States.

Types of property which meet this definition are proliferation-sensitive property, nuclear-related property or dual-use property, export controlled property, military critical technologies list property, hazardous property, radioactively contaminated property, specially designed and produced property, special nuclear material and unclassified controlled nuclear information.

DOE, or its designated contractor, will advise TARC if the excess property is high risk property, and if so, what the type and nature of the high risk is, and will advise TARC as to any special requirements related to the property, including, but not limited to handling, limitations on export, and any other special requirements that could adversely impact the market value of the item or create the special risks of harm.
TARC may elect to refuse any property offered.

6. **No Warranty**

The DOE, the government and/or its contractors make no guarantee, warranty, or representation, expressed or implied, as to the kind, size, weight, quality, character, description, or condition of any of the property, or its fitness for any use or purpose; or that the property will not cause injury or damage to persons or property; or that any information furnished as to the property, its radioactive contamination, or other matters, including other hazardous substances, which may concern it is complete or accurate; and neither the DOE, its subcontractors, nor the Government shall be held responsible for such injury or damage.

The property may be contaminated with quantities of radioactive material so small as not to have been recovered or removed by previous treatment. The DOE intends that any such property will contain only permissible levels of contamination as established by DOE release standards. A copy of DOE's requirements pertaining to contaminated personal property is provided in Attachment 1. A radiation survey report covering the property will be prepared by a representative of the government and a copy of this report will be available for equipment offered for sale.

Attachment 2, Sales Agreement Terms, will be included for items sold by TARC.

7. **Limitation on Agent's or Government's Liability**

In any case where the liability of DOE, Flour Hanford Inc. (FH) (current contractor for DOE property disposition), or TARC has been established, the extreme measure of each party's liability shall not in any event exceed the percentage of fault attributable to that party.

Nothing in this agreement authorizes TARC or any other person to enter upon the Hanford Site or to perform any work on the Hanford site by way of loading or moving property or performing any other activity in connection with property. Any access to the Hanford site must be by prior authorization in accordance with a specific access plan approved by DOE or FH.

8. **Consideration**

The amount of consideration to DOE for personal property transferred will be mutually agreed upon.

9. **Termination**

This Agreement will remain in effect for the duration of the grant, which requires the mutual agreement of DOE and the CRO. This agreement may be terminated in whole or in part, upon 180 days written notification from either party to this agreement.
10. Failure Of Parties to Insist on Compliance

The failure of either Party to insist, in any one or more instances, upon performance of any of the terms of this agreement shall not be construed as a waiver or relinquishment of the party's right to the future performance of any such terms, covenants, or conditions and other party's obligations with respect to such future performance shall continue in full force and effect.

11. Payment

Any payment due DOE shall be made by check payable to DOE and sent to DOE on the effective date of transfer or on a mutually agreed to time by both parties. The payments must include the CID, B&R, cost center, and any other available identifying information and should be sent to:

Department of Energy
Cash Deposits
P.O. Box 979019
St. Louis, MO 63197-9000

12. Cooperation

Both parties hereto agree to cooperate fully in all matters related to or arising out of this Agreement. All transportation of excess property off the Hanford Site will be in accordance with Attachment 3, Off-Site Transfer Agreement between TARC and F-I dated March 22, 2005.

13. Interpretations

This agreement sets forth the conditions under which TARC may receive property from DOE. Notwithstanding any other provision of this document, this document does not grant to TARC any enforceable contractual rights against DOE, including the right to receive any property. Rather, this document is intended to set forth conditions and terms under which TARC shall receive and hold any property which DOE may, in its discretion, elect to transfer to TARC. Specifically, the use of the terms "contract" or "agreement" in this document shall not be interpreted to mean that TARC shall have any contractual rights with respect to DOE. However, TARC shall be bound to hold any property which it receives under this document in accordance with the terms herein.

14. Program Features

All of the CRO's proceeds generated from the transfer of assets to business, less reasonable administrative costs to operate the program, will be held in trust to be reinvested back into the community. In addition the program will supply businesses with
the assets necessary to grow and expand operations. DOE may perform a review of the inflow and outflow of dollars generated by this program.

14.1 **Assets utilized to increase local business capabilities and grow business base**

The DOE/TARC Asset program will advertise locally to businesses. Assets will be offered to local companies at a discounted rate.

14.2 **Assets utilized as attractors to recruit business and industry to the local community**

Assets will be packaged in such a way as to offer "incentives", which can be offered to businesses that make a commitment to locate in the Tri-Cities Region.

14.3 **Assets utilized to assist regional communities economic development**

DOE and the CRO will both continue to work with local communities outside the Tri-Cities to assist them in development needs.

14.4 **Outsourcing and Automation of Process**

The CRO and its contractor agents will consider the development of a web site that allows online viewing of the assets available. The CRO will pursue the idea of an online auction program for certain items.

Use of Records: the CRO and its subcontractors will have access to review excessing documents, information, and reports including but not limited to:

1. Declaration of Excess documents will be provided to the CRO at the start of the 15-day DOE screening cycle.

2. Computerized property records of personal property in the excess screening cycle and personal property already transferred to the CRO, access to owner’s manuals, maintenance reports, drawings and information on equipment usage that may exist. This access will require badging, which will be supplied by FH. Efforts to collect this information will be the responsibility of the CRO and DOE contractors.

15. **Proceeds from the transfer of assets to businesses**

15.1 **Reinvestment of funds for worker retraining program**

The CRO will establish a worker retraining program that can be offered to both local companies wishing to expand as well as new companies looking to locate in the Tri-Cities.
15.2 Reinvestment of funds for Business Recruitment

The CRO will reinvest funds for Business Recruitment efforts undertaken by the Tri-Cities Community. Activities such as trade shows, marketing materials, etc. will be funded for the Tri-Cities Marketing efforts as a whole.

15.3 Reinvestment of funds for revolving loan/equity funds

The CRO will provide revolving loan/equity funds to continue to support the start-up of new local business. The entrepreneurial spirit in the Tri-Cities is extremely high, but there is a lack of funding available for higher risk ventures. These dollars would help mitigate this need.

15.4 Reinvestment of funds for Minority Business Development Programs

The CRO will reinvest funds for Minority Business Development. This program can be expanded to offer services such as its own revolving loan/equity fund geared specifically for minority business development.

15.5 Reinvestment of funds to improve Quality of Life (Community Development)

The CRO should reinvest funds to programs that offer assistance in improving the local quality of life.

PROMULAGATED BY:

For the Department of Energy
Richland Operations Office
P.E. Rasmussen, Contracting Officer
5/25/2005

For the Tri-Cities Asset Reinvestment Company, LLC
TARC Executive Director
6/8/05
Attachment 1

REQUIREMENTS FOR THE RADIOLOGICAL RELEASE OF DEPARTMENT of ENERGY PERSONAL PROPERTY\(^1\), e.g., EQUIPMENT AND MATERIALS\(^2\)

Personal property, which could potentially be radiologically contaminated, may be released from Department of Energy (DOE) radiological control if any residual radioactive material on or in the property has been demonstrated to be within applicable limits established and documented in accordance with the following requirements. Property shall be considered to be potentially contaminated if it has been used or stored in radiological areas that could contain unconfined radioactive material or exposed to particles capable of causing activation (neutrons, protons, etc.).

1. Applicable Authorized Limits for the property shall be established.

1.1. Authorized Limits are defined as limits on the concentrations of residual radioactive material on the surfaces of or within property that have been derived consistent with the as low as reasonably achievable process, given the anticipated use of the property (unrestricted or restricted release\(^3\)), and that have been authorized by the Department of Energy (DOE) to permit the release of the property from DOE radiological control.

1.2. Authorized Limits shall ensure doses to the public from all sources are less than the DOE primary public dose limit for all sources (100 mrem in a year).

1.3. Authorized Limits shall constrain the dose to the maximum exposed individual due to future use of the property to no greater than 25 mrem in a year.

1.4. Appropriate protocols for radiological survey and review of the release of property shall accompany the Authorized Limits.

1.5. Authorized limits for the release of property from DOE control should be coordinated with the Nuclear Regulatory Commission (NRC) or appropriate Agreement State representatives to ensure DOE releases do not violate applicable licensing requirements.

\(^1\)Personal Property: Property of any kind, except for real estate and interests therein (such as easements and rights-of-way), and permanent fixtures that are Government-owned, chartered, rented, or leased from commercial sources by and in the custody of DOE or its designated contractors. For the purposes of this document, examples of personal property include, but are not limited to, consumable items such as containers, "labware," and paper; personal items such as clothing, brief cases, respirators and gloves; office items such as computers, unused office supplies, and furniture; tools and equipment such as hand tools, power tools, construction machinery, vehicles, tool boxes, ladders, and scales; and debris such as wood, plastics, tanks, scrap metal, concrete, wiring, doors, and windows.

\(^2\)These requirements derived from the following:
- DOE Order 5400.5, Radiation Protection of the Public and the Environment
- DOE G 441.1-XX, Control and Release of Property with Residual Radioactive Material, for use with DOE 5400.5, Radiation Protection of the Public and the Environment

\(^3\)Unrestricted release of property is defined as a transfer of personal or real property from DOE control without restrictions or controls on current or future use of the property.

Restricted release is defined as a transfer of personal or real property from DOE control for a limited, specifically stated application subject to controls or restrictions on use implemented by a designated party or through a specific process.
2. DOE requires that all releases and exposures to the public be controlled to ensure they are maintained at levels that are as low as reasonably achievable (ALARA) below applicable dose limits. Accordingly, doses to the public from residual radioactive material on released property shall be maintained ALARA below the DOE primary public dose limit.

2.1. A remedial action goal should be to return the levels of residual radioactive material in property being considered for release to near-background levels. In certain cases this may not be practical or even technically possible. DOE requires that all releases of property be assessed and the ALARA analysis process applied no matter how small the potential dose from residual radioactive material. However, the level of detail in the ALARA analysis should be commensurate with the value of potential-dose reductions.

2.2. Generally, the use of the surface activity guidelines given in Table 4-1. will not require a quantitative dose assessment or detailed ALARA analysis; however, a qualitative review should be done and documented to determine whether it is practicable to set authorized limits for surfaces lower than the surface activity guidelines.

2.3. The DOE all-source primary public DOE limit may be assumed to be satisfied if the ALARA criterion and its associated dose constraint are adequately addressed.

3. Prior to being released, property shall be surveyed to determine whether any residual radioactive material, including any present on and under any coating, is in compliance with applicable, approved Authorized Limits.

3.1. Surfaces of property shall be surveyed using instruments and techniques appropriate for detecting the guidelines given in Table 4-1.

3.2. Surveys shall be conducted in accordance with DOE-approved procedures.

3.3. Where potentially contaminated surfaces are not accessible for surveying (as in some pipes, drains, and ductwork), such property may be released if evaluation and documentation based on both the history of its use and available measurements demonstrate that the unsurveyable surfaces are likely to be in compliance with applicable, approved Authorized Limit.

3.4. Survey records shall include the following:

3.4.1. A description or identification of the property.

3.4.2. The date of the radiological survey(s).

3.4.3. The identity of the organization and the individual who performed the survey.

3.4.4. The type and identification number of survey instruments.

3.4.5. The results of the survey(s).

4. Records shall be developed and maintained to document all releases of property.

4.1. In addition to the survey records described in 3.4 above, these records shall include a description of:

4.1.1. The property being released and its radiological history.

4.1.2. The applicable, DOE-approved authorized limits.

4.1.3. The ALARA analysis performed to support the release.

4.1.4. The final radiological condition of the property.
4.1.5. The quantity and disposition of waste resulting from decontamination of the property.
4.1.6. The disposition of the property, including the identity of the recipient of the released material.
4.1.7. How the final documentation was/will be made available to the public.
4.2. All records shall be accurate and legible, and stored in a manner that ensures their integrity, retrievability and security.
4.3. All completed records contain sufficient detail to be understandable to those that may utilize the record in the future (i.e., intelligible to a person with training and experience equivalent to that of a person with a B.S. in health physics; for the life of the record).

5. No approved guidelines are currently available for release of property that has been contaminated in depth, such as activated material or smelted contaminated metals (e.g., radioactivity per unit volume or per unit mass). Such materials may be released only if specific, appropriate release criteria and survey techniques are approved by DOE.

6. All DOE activities are subject to the quality assurance requirements contained in 10 CFR 830, “Nuclear Safety Management,” subpart A, “Quality Assurance Requirements.” These requirements apply to the release and control processes for property containing residual radioactive material.

7. On January 12, 2000, DOE placed a moratorium on the release of volumetrically contaminated metals pending a decision by the Nuclear Regulatory Commission (NRC) on whether to establish national standards. The NRC continues to review this issue and the moratorium remains in effect.

8. On July 13, 2000, DOE suspended the unrestricted release for recycling of scrap metal from radiological areas within DOE facilities. This suspension remains in effect.

Table 4-1. DOE Total Residual Surface Activity Guidelines: Allowable Total Residual Surface Activity (dpm/100 cm²) a,b

<table>
<thead>
<tr>
<th>Radionuclides c</th>
<th>Avg d,e</th>
<th>Max d,e</th>
<th>Removable f</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1—Transuranics, I-125, I-129, Ac-227, Ra-226, Ra-228, Th-228, Th-230, Pa-231</td>
<td>100</td>
<td>300</td>
<td>20</td>
</tr>
<tr>
<td>Group 2—Th-natural, Sr-90, I-126, I-131, I-133, Ra-223, Ra-224, U-232, Th-232</td>
<td>1,000</td>
<td>3,000</td>
<td>200</td>
</tr>
<tr>
<td>Group 3—U-natural, U-235, U-238, associated decay products, alpha emitters</td>
<td>5,000</td>
<td>5,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Group 4—Beta gamma emitters (radionuclides with decay modes other than alpha emission or spontaneous fission) except Sr-90 and others noted above g</td>
<td>5,000</td>
<td>15,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Tritium (applicable to surface and subsurface) h</td>
<td>N/A</td>
<td>N/A</td>
<td>10,000</td>
</tr>
</tbody>
</table>
The values in this table (except for tritium) apply to radioactive material deposited on but not incorporated into the interior or matrix of the property. No generic concentration guidelines have been approved for release of material that has been contaminated in depth, such as activated material or smelted contaminated metals (e.g., radioactivity per unit volume or per unit mass). Authorized limits for residual radioactive material in volume must be approved separately.

As used in this table, dpm (disintegrations per minute) means the rate of emission by radioactive material as determined by counts per minute measured by an appropriate detector for background, efficiency, and geometric factors associated with the instrumentation.

Where surface contamination by both alpha-emitting and beta-gamma-emitting radionuclides exists, the limits established for alpha-emitting and beta-gamma-emitting radionuclides should apply independently.

Measurements of average contamination should not be averaged over an area of more than 1 m². Where scanning surveys are not sufficient to detect levels in the table, static counting must be used to measure surface activity. Representative sampling (static counts on the areas) may be used to demonstrate by analyses of the static counting data. The maximum contamination level applies to an area of not more than 100 cm².

The average and maximum dose rates associated with surface contamination resulting from beta-gamma emitters should not exceed 0.2 millirad per hour (mrad/h) and 1.0 mrad/h, respectively, at 1 cm.

The amount of removable material per 100 cm² of surface area should be determined by wiping an area of that size with dry filter or soft absorbent paper, applying moderate pressure, and measuring the amount of radioactive material on the wiping with an appropriate instrument of known efficiency. When removable contamination of objects on surfaces of less than 100 cm² is determined, the activity per unit area should be based on the actual area, and the entire surface should be wiped. It is not necessary to use wiping techniques to measure removable contamination levels if direct scan surveys indicate the total residual surface contamination levels are within the limits for removable contamination.

This category of radionuclides includes mixed fission products, including the Sr-90 that is present in them. It does not apply to Sr-90 that has been separated from the other fission products or mixtures where the Sr-90 has been enriched.

Measurement should be conducted by a standard smear measurement but using a damp swipe or material that will readily absorb tritium, such as polystyrene foam. Property recently exposed or decontaminated should have measurements (smears) at regular time intervals to prevent a buildup of contamination over time. Because tritium typically penetrates material it contacts, the surface guidelines in group 4 do not apply to tritium. Measurements demonstrating compliance of the removable fraction of tritium on surfaces with this guideline are acceptable to ensure nonremovable fractions and residual tritium in mass will not cause exposures that exceed DOE dose limits and constraints.
In the Sale Advertisement for the item:

**GENERAL:** All property listed in the Invitation is property of the Tri-Cities Asset Reinvestment Company, L.L.C. (TARC) (hereinafter called the Seller) as agent for the United States Department of Energy (hereinafter called DOE).

**CONDITIONS AND LOCATION OF PROPERTY:** All property listed in the invitation is offered for sale "As is, Where is". The description is based on the best available information, but seller makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size or description of any of the property or its fitness for any use or purpose. No claim for adjustment of price or rescission based on failure of the property to correspond with the standard expected will be considered. This is not a sale by sample.

**WITHDRAWAL OF PROPERTY:** The Seller reserves the right to withdraw any or all of the property covered by this sales agreement, prior to or after award, if a bona fide requirement for the property develops or exists prior to actual removal of the property from the Seller's control. In the event of a withdrawal under this condition, the seller shall be liable only for the refund of the bid price of the withdrawn property or such portion of the bid price as it may have received.

**INELIGIBLE BIDDERS:** No employee of DOE, the Seller or of a DOE contractor who has a) participated in the determination to dispose of the property, or b) participated in the preparation of the property for sale, or c) participated in the determining method of sale or d) acquired information not otherwise available to the general public regarding usage, condition, quality or value of the property, may bid on or purchase any property offered for sale in the Invitation.

**SCHEDULING PICKUP/REMOVAL:** A schedule for removal of property will be established for each sales event. Buyer must remove all property awarded within this time limit. If for any reason removal cannot be completed within the time period, it is the responsibility of the Buyer to arrange with the Seller for an extension of time. Seller shall not be responsible for property that is not removed within the time allotted. If property is not removed within the specified removal period for the sale or scheduled for removal at a later date with the Seller's representative, the Seller will consider the property to be abandoned by the Buyer, and the Buyer shall have abandoned all right, title and interest therein. Abandonment or late removal letters will no longer be sent by the Seller to the Buyer prior to exercising the right of abandonment.

In the event that the Seller extends the removal period to accommodate a buyer's needs, the Buyer understands and accepts that the liability and risk of loss shall not rest with the Seller or DOE, but shall be at the Buyer's own risk.

Buyer is responsible for rigging, loading, securing and transporting purchased property, to include all costs and risks associated with removal. In certain situations, unless otherwise stated, the Seller will provide a free tailgate loading but will NOT guarantee a specific loading time. In consideration for this 'no cost' loading service, the Buyer agrees to release, hold harmless and
waive any and all claims, causes of actions, damages (including consequential damages and/or loss of use) or liabilities of any kind or nature against the Seller.

At Buyer's request, the Seller's personnel may provide information on packing and shipping services. Buyer understands and acknowledges that this is informational only. Buyer further agrees to hold the Seller harmless from any liabilities, damages or consequences resulting from the selection and use of said packing and shipping service.

Should the Buyer choose to use a transportation company for the removal of their property, the Seller will not be responsible for any of the associated costs whatsoever. The Buyer is reminded to be specific and clear in the instructions to the Transportation Company so that the Seller is not shown as a responsible financial party.

Either the buyer or their authorized agent will be required to sign for all material in the presence of the Seller's representative (unless otherwise approved by an authorized Seller agent) prior to removing property.

**Note: The Buyer or their agent is responsible for property counts and verification of lots at the time of removal/delivery. Claims after that time will not be honored.**

**END-USE CERTIFICATE:** Where an END-USE-CERTIFICATE (EUC) is required to complete the transaction, no property will be released or removed until all certificates are filed and the property has been cleared for release. There will be no exceptions or exclusions to the Terms and Conditions of sale. Once it is determined that you are the high bidder, after the sales event close date, the following deadlines apply:

You will have seven (7) business days from the sales event closing date to submit a completed EUC to the Seller. If revisions to the EUC are necessary, you will have an additional five (5) business days to make revisions and submit an acceptable EUC. Buyers who have not submitted an acceptable EUC will have their winning bids voided and a default fee assessed equal to 25% of the winning bid amount by the Seller as liquidated damages.

The liability of the End-Use Certificate for completeness, correctness, and legibility is that of the Buyer of the property. The Seller does not control the amount of time required for approval or the final decision to allow or disallow the release of the property to the individual(s) completing and filing the End-Use Certificate.

The approval process for release of inventory can be a long process. For first time Buyers, the period for approval by the Seller can take forty-five days or longer. Buyers who have a current Seller clearance can expect approval (or disapproval) and the release of their purchases within ten days in most cases. End-Use Certificates that are submitted and not approved for property removal within 180 days may have the sale voided at the Seller's discretion, and the Seller shall have the right to dispose of the property at its choice and discretion. Additionally, if a submitted End-Use Certificate is denied clearance for authorization to release property, the Seller reserves the right to assess a 25% (of purchase price and buyer's premium) penalty as liquidated damages.
In any case, property will not be invoiced or released until approval for release is received from Buyer by TARC.

**Export Control/High Risk:** The Buyer and its agents shall sign the following declaration when export controlled or high risk property is purchased:

Personal Property purchased from the U.S. Government or the Seller may or may not be authorized for export/import from/into the country where the personal property is located. If export/import is allowed, the purchaser is solely responsible for obtaining required clearances or approvals. The purchaser also is required to pass on DOE's export control guidance if the property is resold or otherwise disposed of.

**FOR PROPERTY NOT EXCISED IN PLACE**

— Provide the results of the Health Physics Survey (If applicable)

— Include the following language in the advertisement:

The equipment/material is __________ (insert - "radioactively contaminated or non-radioactively contaminated," as the case may be) based on DOE-approved release criteria. The results of radiological survey/monitoring are available upon request.

— If the equipment/material is radioactively contaminated, include the following language in the advertisement:

The buyer/intended recipient of said property must possess appropriate licenses, permits, or certified written exemptions to possess said property. Written evidence of such licenses, permits, or exemptions must be provided to FH and DOE prior to transfer/release of property.

— If the equipment/material is to be transferred/released as non-radioactively contaminated, include a disclaimer including the DOE Radiological Release Criteria (Attachment 1) used to make this determination (where applicable) and an advisement that the property may contain radioactive materials (e.g., source, by-product, or special nuclear material) in amounts below the limits of detection or below limits specified in governing regulations or DOE directives.

In the Sales Contract for the Item:

— State that the recipient of the item is aware of the potentially contaminated nature of the equipment/material and the possibility that the material may require special handling, storage, processing and disposition requirements.

— If the equipment/material is to be transferred/released as non-radioactively contaminated, include the following language in the contract:
The buyer/intended recipient of said property is responsible for assuring that the criteria used to determine the non-radioactive contaminated status is acceptable to the host state regulator. Written evidence of such assurance must be provided to FH and DOE prior to the transfer/release of property.

State the recipient acknowledges that statistical sampling is not totally conclusive and accepts the material with this knowledge.

State that the recipient acknowledges that they must be knowledgeable of all permitting licensing, and/or other approvals required to receive the item and that they are responsible for obtaining all appropriate permits, license, and/or approvals. Buyer/intended recipient is to provide FH and DOE with a copy of all such licenses, permits, and approvals that they determine are required.

The recipient acknowledges that they have been provided information prior to the sale that allowed them to enter into this sales agreement with the full knowledge of the known or potential radioactive contamination on or in the item.

Prior to Release of the Item to the Successful Buyer:

Acquire from the successful buyer, copies of applicable licenses, permits, or certified exemptions for the possession of the item being sold.

Review the licenses with DOE's Senior Radiological Technical Advisor and obtain written approval to proceed with the sale.

Contact FH Asset Disposition and notify them the release has been approved and arrange for proper transportation and removal.
March 22, 2005

Mr. Sean Stockard
TRIDEC
901 North Colorado
Kennewick, WA 99336

Dear Mr. Stockard:

DOE Procurement Executive Personal Property Letter (PPL) 970-1, FH/TARC Physical Transfer Point

The attached Contract No. 26468 and Statement of Work has been issued as a result of the DOE Procurement Executive Personal Property Letter (PPL) 970-1, in which RL directed Flour Hanford Inc. (FH) to work with TARC to develop a physical transfer point for government property which is to be off the Hanford Site.

Through this subcontract, FH will provide TARC a monthly invoice setting forth the monthly costs to physically transport excess property from the Hanford Site to the designated CRO transfer point in Pasco, WA. These costs will be shared as follows:

- TARC will provide 75% of the actual costs up to a maximum of $75,000 per year to FH.
- FH will cover the balance of the actual costs via more aggressive use of its scrap metal contract to generate additional revenue.

Ultimately payment in U.S. funds in the form of cash, cashier’s check, company check, or money order will be payable to:

Fluor Hanford
Attn: Cashier H3-09
Post Office Box 1000
Richland, WA 99352

Should you have any questions, please contact the undersigned at 373-9684.

Sincerely,

Kishia Agee
Contracting Officer
1.1 Statement of Work (SOW)

The attached Statement of Work, dated March 7, 2005, identifies the scope and performance expectations of the contract. The SOW is incorporated into and made a part of this contract along with all of the other clauses and terms identified herein.

2.0 Award

2.1 Award Notification

(A57) Rev. 2 11/04/2002
The Contractor is hereby notified that effective on April 4, 2005, the Contractor is awarded a Contract for the delivery/performance of the item(s) above in accordance with all the requirements and conditions set forth or by reference attached herein.

3.0 Delivery/Performance

3.1 Term of Contract

(F08) Rev. 1 10/01/98
The term of this Contract shall commence on the date of award and shall end on September 30, 2006 unless extended by the parties or unless terminated by other provisions of this Contract.

3.2 Option to Extend the Term of the Contract

(H54) Rev. 4 02/06/03
This contract includes the option(s) to extend the term identified herein. The total period of performance of the contract includes the base period plus the optional period(s) that may be exercised by Buyer. FH is including an option to extend this contract for one (1) three (3) year period. In the event option years are implemented, the contract term shall be through September 30, 2009. Expiration of the term shall not affect any outstanding releases or open tasks. Buyer will exercise the option(s) by providing thirty day written notice to the contractor prior to expiration of the contract's current period of performance.

4.0 Contract Administration

4.1 Authorized Personnel

(G03) Rev. 0 06/25/97
Only the following named Contract individuals are authorized to make changes to this document:
Contracting Officer, Kishia Agee
Contracts Manager, Susan Stein

5.0 Special Requirements

5.1 Designation of Technical Representative

(H38) Rev. 8 08/19/02
The Buyer hereby designates the following as the Buyer’s Technical Representative, (BTR) for this Contract:
Name/phone/mail stop: John Horton/ 373-6552/G1-40.
The BTR is responsible for monitoring and providing technical guidance for this Contract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Contractors representative while on site. In no event, however, will an understanding or agreement, modification, change order, or any deviation from the terms of this Contract be effective or binding upon the Buyer unless formalized by proper Contract documents executed by the Contract Specialist prior to completion of this Contract. On all matters that pertain to Contract terms, the Contractor shall contact the Contract Specialist specified within this Contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract, the Contractor shall promptly notify the Contract Specialist in writing. The BTR does not
5.2 On Site Work Restriction

(H102) Rev. 0 – 10/14/2004
Unless authorized by the Contracting Officer for specific Contractor personnel for a specific time, location, and purpose or otherwise incorporated into the Contract by a modification, Contract work scope activities are not authorized to be performed on the Hanford Site.

6.0 Signatures

6.1 Contractor Acknowledgement

(K03) Rev. 3 10/01/98
Contractor shall acknowledge this document as provided herein regardless of dollar value by signing and returning the enclosed copy of this document.

7.0 General and Special Provisions

The provisions, forms, documents and attachments listed below are hereby incorporated into and made a part of this contract. They shall have the same force and effect as if written into the body of the contract. Contractor is responsible for downloading and complying with the applicable revision as identified below.

Special Provisions - Representations and Certifications
(SP-16 revision 07, November 2, 2004)

7.1 Dispute Resolution

In the event of any claims or disputes arising out of this agreement, including those related to valuation and/or payment of purchase price, the parties hereby agree to submit the same to binding arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for the Benton County Superior Court at the request of either party, after seven (7) days written notice to all other affected parties. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The substantially prevailing party in any such dispute shall be entitled to recover a reasonable attorney’s fees. The foregoing notwithstanding, parties and their successors in interest agree that mediation should precede arbitration, and, if the arbitrator selected believes that good faith mediation has not occurred, the arbitrator, in the arbitrator’s sole discretion can adjourn the arbitrator proceedings until such time as mediation has been completed. Cost of mediation can be accessed by the arbitrator.
PERSONAL PROPERTY TRANSFER IMPLEMENTATION PLAN
BETWEEN
THE DEPARTMENT OF ENERGY (DOE) RICHLAND OPERATIONS OFFICE (RL)
AND
TRI-CITIES ASSET REINVESTMENT COMPANY, LLC (TARC)
AMENDMENT NUMBER 1

Overview:
As a result of the January 2001 Investment Recovery Operations' Value Engineering
Study and considerations from TARC to DOE-RL, the original agreement of June 10,
1999 is hereby amended as follows:

I. INTRODUCTION
Replace Part C. with:
C. Objectives

The objectives of this program will be to identify and make use of personal property
which is excess to the needs of RL and/or DOE for economic development and to offset
local consequences of DOE downsizing.

II. RESPONSIBILITIES
Replace Part A with:
A. TARC

1. TARC will act as the single point of contact for identification and reuse of DOE
excess personal property for economic development.

2. TARC must publicly describe the purpose, scope, and method of their reuse of
excess Hanford personal property for economic development. These efforts
should reach a broad segment of the community in an inclusive and timely way.
This will assure fairness of opportunity for participation in the planning and
subsequent projects they support.

Add Part B to include:

B. DOE-RL

1. DOE-RL will supply all the excess Hanford Personal Property meeting the
criteria in Article III part B to TARC following completion of the screening
process described in Section III, part A.
III. ADMINISTRATION

Replace part A. with:

A. Eligible Excess Personal Property

This plan concerns property of DOE from the DOE Richland Operations Office.

RL currently plans to offer all excess personal property using the following sequential priorities:
1. DOE-RL site use,
3. Other DOE usages,
4. Energy Related Laboratory Equipment
5. After completion of steps 1-5 listed above, TARC may take all remaining items that meet the criteria in Article III Part B.

Scrap Metals will not be included in the TARC excess process. The scrap program is to be administered by DOE under separate guidelines.

When there is an item which has been identified for economic development and a DOE program need, the DOE program need determination will be made by the Manager of RL or their designee. These priorities are subject to change depending upon RL program needs and goals.

Replace part B. with:

B. CRITERIA FOR ACCEPTANCE OF PROPERTY

The criteria for acceptance of property by TARC is given as follows:

1. TARC will accept all property having Federal Supply Group (FSG) Codes listed on Attachment 3, except TARC will not accept excess property designated with Condition Codes 7, S "Scrap" or B "Bury" on the Government Declaration of Excess Document. (NOTE: TARC will only accept excess property designated with Condition Codes 1 "Excellent", or 4 "Usable").

2. TARC will not accept any open containers of excess chemicals including, paints, sealers, adhesives, aerosols, fuels, lubricants, oils and waxes. TARC may accept chemicals on a case-by-case basis, if the containers are unopened, in their original container, labeled with the contents, the manufacturer’s name clearly identified, and are accompanied with MSDS documentation.

3. On a case-by-case basis, TARC can receive radiologically controlled equipment through NRC licensed agents or subcontractors.
Add to the end of Article III, part D the following:

This property will be handled, stored, and sold in accordance with the special U.S. Government requirements for control and disposition of this type of property.

In Article III, part F:

Replace Westinghouse with Fluor Hanford, Inc. in Article III, part F.

Replace part H. with:

H. Consideration

1. TARC will lease a facility of approximately 12,000 square feet and a lay down yard of approximately 3 acres that it will make available to DOE-RL and its contractors for the operation of the Hanford Investment Recovery Operation. DOE-RL’s contractor will operate the facility under mutually agreed upon tenant agreement. The facility may be jointly used for the first year. TARC will pay the costs for upgrading the facility to commercial standards. DOE-RL will pay for additional costs required (above commercial standards) to meet DOE standards.

2. The CRO will set up an account for the reinvestment of funds received as a result of any economic development activity. The account will be used to fund other Tri-City regional economic development activities. All potentially funded activities will be addressed with DOE-RL management through a constant and open dialogue, and will identify the projects associated with those activities.

   In addition a certified independent audit will be conducted on an annual basis and the results of that audit will be provided to DOE-RL.

3. TARC will expend $500,000 of 3161 funds within three (3) years of this agreement for the preparation and removal of excess Hanford assets to TARC.

4. TARC will supply a percentage consideration as described in attachment 3 to DOE-RL. Payments would be made semi-annually (DOE-RL will be responsible to forward these funds to the U.S. Treasury). Such consideration may be waived by mutual agreement of the parties. The payment to DOE-RL will be calculated as follows:
   - the percentage consideration in Attachment 3 times the total revenues TARC and its contractors receive from the disposition of excess Hanford assets less all TARC operating and administrative costs for the disposition of the asset.
Replace part L with:
This plan may be terminated upon 180 days written notification from either party to this agreement. In any event, this agreement will be for 5 years from its effective date of this amendment with a five-year option, which requires mutual agreement of RL and TARC.

Add part T to include:
T. Transfer of Assets

1. Title and ownership of excess personal property is transferred to TARC from DOE with the signing of the Shipping and Receiving Form by both TARC and DOE (or DOE's contractor).

2. TARC will be responsible to remove excess personal property that is transferred from the Investment Recovery Operations Facility.

3. For assets excessed in-place, TARC has a 45-day "turndown period" from the start of the DOE (15 day) screening to not accept excess DOE personal property. In cases where the asset is impacting cleanup, DOE may reduce the "turndown period".

4. When personal property is excessed in-place and TARC accepts the property for economic development, the details of how the property will be removed and how quickly the property must be moved will be negotiated on a case-by-case basis.

5. Materials may be returned to the Investment Recovery Operations only in special circumstances that are mutually agreed to by both parties. TARC will only be reimbursed for its direct costs associated with the specific asset being return. If an asset is being returned due to radiological or hazardous concerns not identified at the time of the original transfer, DOE will pay for the costs of transfer.

Add part U to include:
U. Use of Records

1. TARC and its subcontractors will have access to review excessing documents, information, and reports including but not limited to:
   a. Declaration of Excess documents will be provided to TARC at the start of 15 day DOE screening cycle,
   b. Access to computerized property records of personal property in the excess screening cycle and personal property already transferred to TARC,
   c. Access to owners manuals, maintenance reports, drawings and information on equipment usage that may exist. This access will require badging, which will be supplied by DOE. Efforts to collect this information will be the responsibility of TARC and DOE contractors.
Add part V to include:
V. Financial Controls
2.6.1 Control of Funds

1. Control of Funds; TARC will set up accounts for the reinvestment of funds received as a result of disposition activities.

TARC will maintain the account and disburse funds. All potentially funded activities will be addressed with DOE-RL management through a constant and open dialogue. DOE-RL suggestions are not only welcomed but also encouraged to ensure the success of this community program. TARC and the TRIDEC Board of Directors will distribute these funds for the purposes of economic development as described in part W. TARC will supply RL with a monthly accounting of funds distributed.

In addition a certified independent audit will be conducted on an annual basis and the results of that audit will be provided to DOE-RL.

2. Turndown by CRO- The CRO may turn down any property, which does not meet the criteria as condition code 4 or better. In addition, the CRO may decline any project offered by RL for reinvestment funds, especially if the amount of return on the asset will be significantly less than the costs expended to remove the piece of property. This will be negotiated on a case-by-case basis.

3. Recall by RL- RL may recall any and all property transferred to the CRO. RL will contact the CRO to notify the CRO that equipment/material has inadvertently been sent to them. If the CRO still has the equipment/materials it will be transferred back to the Investment Recovery Operations for redeployment. Further if the CRO expended funds to remove a piece of equipment/materials from the Hanford Site and RL wishes to recall that piece of equipment/material, RL may reimburse the CRO the costs associated with the equipment/materials removal, on a case-by-case basis.

4. Reporting requirements- TARC will provide routine reports that cover the accounting, tracking and management aspects of efforts related to this contracting including but not limited to:
   a. Monthly accounting statements
   b. Walkthrough or inventory reports of the storage and sales of assets related to this contract,

Add part W to include:
W. TARC and TRIDEC Economic Transition Programs

All of TARC’s proceeds generated from the disposal of assets in excess of operating expenses and other commitments in this agreement will be reinvested back into the community, in addition to supplying businesses with the assets necessary to grow and expand.
1. **Assets utilized to increase local business capabilities and grow business base**

The DOE-RL/TARC Asset program will be advertised locally to businesses. This will allow them to grow in our region. Assets will be offered to local companies at a "discounted rate" compared to what the asset may be sold for elsewhere. Selling/keeping the assets local will always be the first option whenever possible.

2. **Assets utilized as attractors to recruit business and industry to the local community**

Assets will packaged in such a way as to offer an incentive to companies considering locating in the Tri-Cities Region. It is hoped that deals such as LaMarr Motorcoach will be a recurring use of DOE assets.

3. **Assets utilized to assist regional communities economic development**

DOE-RL and TARC will both continue to work with local communities outside the Tri-Cities to assist them in development needs.

4. **Outsourcing and Automation of Process**

TARC and its contractor agents will develop a web site that allow online viewing of the assets available. In Phase two of the DOE-TARC asset program, TARC will be pursing the idea of an online auction program for certain items. TARC is already pursuing this concept with private sector contractors.

5. **Proceeds from the disposition of assets**

RL recognizes that all assets do not have a reutilization application for the expansion or growth of businesses and cannot be tied to job count. Some assets can be utilized to improve a process or increase efficiencies and that is beneficial to the owner because it increases his competitiveness in the marketplace. It is also true some assets can expand the capabilities of a business and form new ventures within that business. The Government should be concerned with the reuse of excess Government equipment/materials but not so much so that we lose sight of what this program is for; the expansion of business and industry in the Tri-Cities, the recruitment of business and industry in the Tri-Cities, the reinvestment in the workforce that has dedicated itself to the largest environmental cleanup in the world, the reinvestment of RL in the quality of life in the Tri-Cities. These are all essential in mitigating the impacts that will be felt as the Hanford Site decreases from 560 square miles to approximately 75 square miles by 2012. With that in mind, TARc will reinvestment the proceeds from the disposal of equipment less the operating expenses. RL and the CRO have developed a list of programs essential to making site cleanup, asset transition and economic development go hand in hand, a benefit to everyone. These programs include:

   a. **Reinvestment into the Hanford Site to assist in the reduction of the Hanford Site footprint:** Reinvestment into the Hanford Site to assist in the reduction of the Hanford Site footprint by defraying the cost of excessing certain assets not
currently scheduled for excess.

b. **Reinvestment of funds for worker retraining program** - Establishment of worker retraining program fund that can be offered to both local companies wishing to expand as well as new companies looking to locate in the Tri-Cities.

c. **Reinvestment of funds for Business Recruitment** - Reinvestment of funds for Business Recruitment efforts undertaken by the Tri-Cities Community. Activities such as trade shows, marketing materials, etc. will be funded for the Tri-Cities Marketing efforts as a whole.

d. **Reinvestment of funds for revolving loan/equity funds** - Revolving loan/equity funds will be established to continue to support the upstart of new local business. The entrepreneurial spirit in the Tri-Cities is extremely high, but there is a sore lack of funding available for higher risk ventures. These dollars would help mitigate this need.

e. **Reinvestment of funds for Minority Business Development Programs** - Minority Business Development is a need that will need to continue to be met for some years to come. Currently, the DOE/TRIDEC/CBC Minority Business Development program is successfully meeting these needs. However, as more funding becomes available, it is hoped that this program can be expanded to offer more services such as its own revolving loan/equity fund geared specifically for minority business development.

f. **Reinvestment of funds to improve Quality of Life (Community development)** - Funds will be made available to programs that truly offer both Economic Development benefit as well as improving local quality of life.

Add Part X to include:

X. Contaminated Equipment

1. RL, shall to the maximum extent practicable inform the CRO of any known levels of radiological contamination present on or in equipment or materials transferred to the CRO. RL will notify the CRO via the Declaration of Excess document of potential radiological contamination below release limits authorized in accordance with DOE Order 5400.5 which are known to be present on or in excess Government equipment or materials. In the event RL transfers equipment or materials to the CRO which contain radiological contamination levels above 5400.5 authorized limits and which have not been communicated to the CRO, RL will assume liability for the asset and will be responsible to reimburse, transport and dispose of said asset, and provide remediation for any associated ancillary damages associated with the transfer, in accordance with any applicable laws and regulations.
Add Part Z to include:

Z. Use of Government Equipment

TARC will be allowed to, but not limited to, contract with Department of Energy Contractors and Sub-Contractors for the isolation, preparation, survey, clean up, and removal of excess assets from the Hanford site under the terms and conditions of this contract and in compliance with site rules, contracts and procedures. Department of Energy Contractors and Sub-Contractors, working under contracts with TARC or its contractors, may use government furnished equipment for the isolation, preparation, survey, clean up, and removal of excess assets from the Hanford site at the standard site rates. Such use of equipment will not interfere with government operations.

PROMULGATED BY:

For the Department of Energy
Richland Operations Office

For Tri-Cities Asset Reinvestment Company
LLC

Contracting Officer

TARC Chief Operating Officer

Date

Date
Attachment 3

Tables 1 and 2 represent the separate Federal Supply Codes and descriptions of property, which RL will make available to the CRO for economic development purposes. RL and the CRO will follow the consideration schedule below (the calculation for consideration is shown in Article III Part H 4).

1) For assets with an acquisition value of less than $5,000, the consideration to be paid to DOE-RL is shown in the "Consideration Percentage" column in Tables 1 and 2. This consideration may be waived upon written notification by the CRO, of its intent to either provide the asset at no cost or at a significantly lower cost for competition purposes.

2) For assets with a fair market value of between $5,000 and $99,999, the consideration to be paid to DOE-RL is 5%. This consideration may be waived upon written notification by the CRO, of its intent to either provide the asset at no cost or at a significantly lower cost for competition purposes. The percentage for a specific item or group of items may be increased, reduced or waived based on negotiations between RL and the CRO.

3) For assets with a fair market value of between $100,000 and $249,999, the consideration to be paid to DOE-RL is 7%. This consideration may be waived upon written notification by the CRO, of its intent to either provide the asset at no cost or at a significantly lower cost for competition purposes. The percentage for a specific item or group of items may be increased, reduced or waived based on negotiations between RL and the CRO.

4) For assets with a fair market value of between $250,000 and $499,999, the consideration to be paid to DOE-RL is 10%. This consideration may be waived upon written notification by the CRO, of its intent to either provide the asset at no cost or at a significantly lower cost for competition purposes. The percentage for a specific item or group of items may be increased, reduced or waived based on negotiations between RL and the CRO.

5) For assets with a fair market value of over $500,000, the consideration to be paid to DOE-RL is 25%. This consideration may be waived upon written notification by the CRO, of its intent to either provide the asset at no cost or at a significantly lower cost for competition purposes. The percentage for a specific item or group of items may be increased, reduced or waived based on negotiations between RL and the CRO.

6) All considerations described in Attachment 3 may be waived by mutual written agreement of the parties.

See Tables 1 and 2 below:
<table>
<thead>
<tr>
<th>Group Number</th>
<th>Title</th>
<th>Economic Development Use</th>
<th>Consideration Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Vehicular Equipment Components</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>26</td>
<td>Tires and Tubes</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>28</td>
<td>Engines, Turbines, and Components</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>29</td>
<td>Engine Accessories</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>31</td>
<td>Bearings</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>32</td>
<td>Woodworking Machinery and Equipment</td>
<td>Expanded Capabilities, Increased product output</td>
<td>5%</td>
</tr>
<tr>
<td>40</td>
<td>Rope, Cable, Chain, and Fittings</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>43</td>
<td>Pumps and Compressors</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>47</td>
<td>Pipe, Tubing, Hose, and Fittings</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>48</td>
<td>Valves</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>51</td>
<td>Hand Tools</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>52</td>
<td>Measuring Tools</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>53</td>
<td>Hardware and Abrasives</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>54</td>
<td>Prefabricated Structures and Scaffolding</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>55</td>
<td>Lumber, Millwork, Plywood and Veneer</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>56</td>
<td>Construction and Building Materials</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>59</td>
<td>Electrical and Electronic Equipment Components</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>60</td>
<td>Fiber Optics Material, Components, Assemblies, and Accessories</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>61</td>
<td>Electric Wire, and Power and Distribution Equipment</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>62</td>
<td>Lighting Fixtures and Lamps</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>67</td>
<td>Photographic Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>69</td>
<td>Training Aids and Devices</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>72</td>
<td>Household and Commercial Furnishings and Appliances</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>73</td>
<td>Food Preparations and Serving Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>75</td>
<td>Office Supplies and Devices</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>76</td>
<td>Books, Maps, and Other Publications</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>Group Number</td>
<td>Title</td>
<td>Economic Development Use</td>
<td>Consideration Percentage</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>77</td>
<td>Musical Instruments, Phonographs, and Home-Type Radios</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>78</td>
<td>Recreational and Athletic Equipment</td>
<td>N/A</td>
<td>TBD</td>
</tr>
<tr>
<td>79</td>
<td>Cleaning Equipment and Supplies</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>80</td>
<td>Brushes, Paints, Sealers and Adhesives</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>81</td>
<td>Containers, Packaging, and Packing Supplies</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>83</td>
<td>Textiles, Leather, Furs, Apparel and Shoe Findings, Tents and Flags</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>84</td>
<td>Clothing, Individual Equipment and Insigniza</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>85</td>
<td>Toiletries</td>
<td>N/A</td>
<td>TBD</td>
</tr>
<tr>
<td>87</td>
<td>Agricultural Supplies</td>
<td>Business Efficiency, Expanded Capabilities</td>
<td>5%</td>
</tr>
<tr>
<td>88</td>
<td>Live Animals</td>
<td>N/A</td>
<td>TBD</td>
</tr>
<tr>
<td>89</td>
<td>Subsistence</td>
<td>N/A</td>
<td>TBD</td>
</tr>
<tr>
<td>91</td>
<td>Fuels, Lubricants, Oils and Waxes</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>93</td>
<td>Nonmetallic Fabricated Materials</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>94</td>
<td>Nonmetallic Crude Materials</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>Group Number</td>
<td>Title</td>
<td>Economic Development Use</td>
<td>Consideration Percentage</td>
</tr>
<tr>
<td>--------------</td>
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</tr>
<tr>
<td>19</td>
<td>Small Craft, Pontoons, Floating Docks (Does not include Ships)</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>23</td>
<td>Ground Effect Vehicles, Motor Vehicles, Trailers, and Cycles</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>24</td>
<td>Tractors</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>30</td>
<td>Mechanical Power Transmission Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>34</td>
<td>Metalworking Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>35</td>
<td>Service and Trade Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>36</td>
<td>Special Industry Machinery</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>37</td>
<td>Agricultural Machinery and Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>38</td>
<td>Construction, Mining, Excavating, and Highway Maintenance Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>39</td>
<td>Materials Handling Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>41</td>
<td>Refrigeration, Air Conditioning, and Air Circulating Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>42</td>
<td>Fire Fighting, Rescue and Safety Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>44</td>
<td>Furnace, Steam Plant and Drying Equipment (Does not include Nuclear Reactors)</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>45</td>
<td>Plumbing, Heating, and Sanitation Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>46</td>
<td>Water Purification and Sewage Treatment Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>47</td>
<td>Pipe, Tubing, Hose, and Fittings</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>48</td>
<td>Valves</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>49</td>
<td>Maintenance and Repair Shop Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>54</td>
<td>Prefabricated Structures and Scaffolding</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>Group Number</td>
<td>Title</td>
<td>Economic Development Use</td>
<td>Consideration Percentage</td>
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<tr>
<td>--------------</td>
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</tr>
<tr>
<td>56</td>
<td>Construction and Building Materials</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>63</td>
<td>Alarm, Signal, and Security Detection Systems</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>65</td>
<td>Medical, Dental, and Veterinary Equipment and Supplies</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>68</td>
<td>Chemicals and Chemical Products</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>70</td>
<td>General Purpose Automatic Data Processing Equipment (Including Firmware), Software, Supplies and Support Equipment</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>71</td>
<td>Furniture</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>72</td>
<td>Household and Commercial Furnishings and Appliances</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>73</td>
<td>Food Preparation and Serving Equipment</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>74</td>
<td>Office Machines, Text Processing Systems and Visible Record Equipment</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
</tr>
<tr>
<td>95</td>
<td>Metal Bars, Sheets, and Shapes</td>
<td>Expanded Capabilities, Increased product/service output</td>
<td>5%</td>
</tr>
<tr>
<td>99</td>
<td>Miscellaneous</td>
<td>Business Efficiency, Reduced Cost of Operations</td>
<td>5%</td>
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</tbody>
</table>