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U.S. DEPARTMENT OF ENERGY

SAVANNAH RIVER OPERATIONS OFFICE

P. O. BOX A

AIKEN, SC 29802

**CONTRACT NO. DE-AC09-96SR18500 (REPUBLISHED AS MODIFICATION NO. M068)
WITH WESTINGHOUSE SAVANNAH RIVER COMPANY LLC FOR INTEGRATED
TEAM MANAGEMENT OF THE SAVANNAH RIVER SITE**

**MODIFICATION NO. M068 SUPERCEDES THE BASIC CONTRACT (DATED
OCTOBER 1, 1996) AND ALL MODIFICATIONS THERETO.**

Please Submit Comments to [Scott Stephenson](#)

Web Site Last Updated May 3, 2002

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B.1 SERVICES BEING ACQUIRED

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The Contractor shall, in accordance with the terms of this Contract, provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to providing its best efforts so as to carry out in an efficient and effective manner all necessary and related services to manage and operate the Government-owned Savannah River Site, located near Aiken, South Carolina, as described in Section C, Statement of Work, or as may be directed by the Contracting Officer within the scope of this Contract.

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The Work Authorization and Control Process and the Change Control process set forth in Section II of the Savannah River Site (SRS) Management Plan are hereby incorporated and made a part of this contract.

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B.2 ESTIMATED COST AND AVAILABLE FEE

(a) Estimated Cost

The estimated cost of the contract is the total of funding provided from October 1, 1996 to September 30, 2000, which totals \$5,383,459,753.41 plus an estimated budgetary cost of \$8,400,000,000 for the period October 1, 2000 through September 30, 2006, for a total estimated cost of \$13,783,459,753.41.

The above estimated cost excludes any costs for emerging nonproliferation projects and the Estimated Cost for each year of performance shall be established in the Annual Operational Plan which is incorporated into the contract by reference.

(b) Fee:

The Maximum Available Fee shall be \$345,000,000 over the contract term, subject to equitable adjustment as provided for under the terms of this contract. For fiscal years 2002 through 2006, any Comprehensive Performance Special Performance Area (similar to the 2001 SPA) shall range from \$11.5 million to a minimum of \$5 million for any one year, as mutually agreed to by the parties.

The Contractor shall reimburse (by direct reimbursement or by off-sets against PBI payments) the Government for any fee amount drawn down but not earned as a result of fee determinations by the SR Manager/Senior NNSA Official. Any reimbursements due the Government shall be made within 60 calendar days of the date the debt was established or shall be subject to interest as described in the clause in Section I entitled, FAR 52.232-17 Interest (Jun 1996).

B.3 AVAILABILITY OF APPROPRIATED FUNDS

Except as may be specifically provided to the contrary in the [Contract Clause entitled "Nuclear Hazards Indemnity Agreement,"](#) the duties and obligations of the Government hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which the DOE may legally spend for such purposes.

B.4 OBLIGATION OF FUNDS

Pursuant to the Contract Clause entitled "Obligation of Funds," the total amount obligated by the Government with respect to this Contract is \$8,081,541,975.08 as of [Modification No. A086](#).

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STATEMENT OF WORK

C.1 OVERVIEW

The general management goals and objectives for the [Savannah River Site \(SRS\)](#) are outlined in the SRS Strategic Plan required by the [Government Performance and Requirements Act](#). The Plan addresses the environmental stewardship, nuclear weapons stockpile stewardship and nuclear materials stewardship missions which includes the current [National Nuclear Security Administration](#) goals and objectives. Performance expectations of this contract are generally defined in the SRS Strategic Plan Focus Areas and specifically defined in the Annual Operational Plan. Both of these documents, and superseding versions thereto, are incorporated by reference into this contract. The Contractor shall safely and cost-effectively implement these management objectives.

a. The Contractor shall integrate and manage the safe and effective operation and maintenance of existing and new facilities of the [U.S. Department of Energy \(DOE\)](#) at the [Savannah River Site \(SRS\)](#), situated within [Aiken, Barnwell and Allendale Counties of South Carolina](#) to meet the general management objectives. The Contractor shall use systems engineering techniques to integrate the resources and activities of the SRS. The Contractor is responsible for integrating and executing all work under this contract, including but not limited to, management of its personnel, all components of the Contractor, and all subcontractors at all tiers. The Contractor shall perform in accordance with the terms and conditions herein provided and in accordance with such direction and instruction, which DOE through the [Savannah River Operations Office \(SR\)](#) may provide the Contractor in writing. The Contractor shall implement Departmental requirements including environmental, safety, and health requirements. In the absence of direction and instruction from DOE, the Contractor shall use its expertise and best commercial practices and industry standards in all matters pertaining to the performance of this contract.

b. The Contractor shall put in place a management team and organizational structure which will enable SRS to reach a position of nationally and internationally recognized applied scientific and engineering excellence. The achievement of enhanced excellence is considered

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to be the degree to which the capabilities of industry and academia are integrated into the work conducted at SRS using competition as an important driver. The Contractor is expected to benefit from its corporate assets and view the SRS as a national strategic asset to be used in rapidly and effectively applying the results of government and industry sponsored research and development to national problems through privatization and technology transfer.

c. The Contractor shall bring a highly innovative, entrepreneurial and efficient total quality management program to this effort. It shall challenge the status-quo and existing paradigms in formulating and implementing safe, high quality, timely and cost-effective programs and operations at SRS. The Contractor shall use subcontracting (fixed price is preferred when appropriate) and other innovative methods of accomplishing this scope of work. Decisions regarding subcontracting and commercialization initiatives shall be supported through the development of a make-or-buy program emphasizing efficient performance on a least cost basis. The Contractor shall accomplish all work in a manner that minimizes waste and fully complies with all compliance agreements, pollution abatement programs and permit requirements. In accordance with [Executive Order 12873](#) and the [DOE Affirmative Procurement Program for Products Containing Recovered Material](#), the Contractor shall develop and implement a program to make all reasonable efforts to reduce waste and recycle to the maximum extent possible with cost efficiency. In compliance with the federal initiative to "[Streamline Procurement Through Electronic Commerce](#)," the Contractor shall to the extent possible, and within available funding, develop an electronic commerce system that will result in a paperless, automated, and integrated procurement/payment system. Best of class industry baselines should be used to determine and justify staffing requirements as well as cost estimates for maintenance and construction.

d. Safety and environmental awareness must be integrated as core values into all activities. Work must be accomplished in a manner which protects the environment and the safety and health of workers and the public and is in compliance with applicable regulatory and other requirements. The Contractor is expected to identify hazards, manage risks, and identify and implement good management practices site wide and make continued improvements in environment, safety and health (ES&H) performance. The Contractor shall implement recommendations from other organizations (such as the [Defense Nuclear](#)

[Facilities Safety Board](#) and state and federal regulatory agencies) which are accepted by DOE and directed by the Contracting Officer.

C.2 ANNUAL OPERATIONAL PLAN

In addition the general requirements of this Statement of Work, work to be accomplished under this contract is defined for each Fiscal Year in an Annual Operational Plan (AOP). The specific work to be executed under this contract shall be planned, authorized, and controlled using the process and procedures set forth in the DOE SRS Management Plan. This document describes the AOP process under which work, costs/resources, milestones, and other performance measures and criteria are established and controlled. The AOP incorporates and integrates all other work control systems such as Environmental Management Activity Data Sheets and capital project baseline control systems. The SRS Strategic Plan, the SRS Management Plan, the AOP, and all future modifications thereto to these documents, are hereby incorporated into this contract by reference. The Contractor shall continually improve work control and site management systems and propose potential objectives, criteria, and measures for all work areas.

C.3 BUSINESS AREAS

The SRS activities are identified in the SRS Strategic Plan and include the environmental stewardship, nuclear weapons stockpile stewardship and nuclear materials stewardship missions (including the current [National Nuclear Security Administration](#) goals and objectives). Inherent in these activities is corporate management. In accomplishing work in all business areas, the Contractor shall:

- maximize the use of competition and fixed price subcontracting;

- provide direction in the application of cost effective methods and innovative technologies for the total program;
- maintain an agile, flexible management structure;
- implement effective integrated planning in a timely, cost-effective manner;
- use clearly stated, results-oriented performance measures to quantitatively compare and trend performance at the SRS with that of other best of class government and industry organizations;
- provide services using an effective and responsive business management plan and project control system;
- maintaining an appropriate baselines;and
- actively support DOE in its interactions with the regulatory agencies as well as other SRS Contractors to fulfill contract requirements.

a. Environmental Restoration

The Contractor shall provide for the identification, characterization, and assessment of waste units and affected groundwater; prepare closure plans; manage the remediation of waste sites; and provide for the monitoring of inactive waste and groundwater units once they are closed. The Contractor shall continue to use and improve the fixed price task order contracting strategies in place for environmental restoration activities. The Contractor shall accelerate early remediation actions consistent with a risk based approach and regulatory requirements and shall ensure the protection of the health and safety of the workers and public. The Contractor shall integrate all activities to meet the requirements specified in the [Federal Facilities Agreement \(FFA\) between DOE, the Environmental Protection Agency \(EPA\) and the State of South Carolina](#). The contractor shall provide support in the development of

alternative long range strategies for responding to statutory mandates.

b. Decontamination and Decommissioning

Facilities for which no alternate use can be found shall be decontaminated and decommissioned (D&D) as authorized and directed in the AOP. The Contractor shall provide the overall management of the D&D program at the SRS. These activities may include characterization, risk analysis, evaluation of alternatives, stabilization, and final closure.

c. Technology Research, Development and Transfer

A key objective during this contract shall be to posture the Site for future missions. The Contractor shall establish the Site as a preferred partner for industry, universities, and small businesses in developing leading edge technologies to reduce the cost of accomplishing Site work. The Contractor shall develop, maintain, and fully utilize appropriate world class research and development capabilities and maximize private sector involvement in SRS technologies and activities consistent with the best commercial practices and national competitiveness objectives.

(1) Research and development (R&D) shall be performed at the SRS in support of its programmatic missions. This R&D is performed primarily at the Savannah River Technology Center (SRTC), but it is not limited to SRTC. The Contractor shall maintain SRS core competencies that are necessary to support assigned missions and, in addition, shall expand SRS core competencies and improve them in areas of significant potential growth, such as environmental technologies. This shall be done through various approaches, including the expansion of Work for Others programs ([see paragraph C.4 below](#)) and cooperative arrangements with industry and universities.

(2) The SRS has a special role in support of Environmental Technology Development (ETD). The SRS has been named one of two "Lead

Laboratories" in support of the ETD mission. In that role, the Contractor shall provide applied research and development capabilities to the national ETD program.

(3) The SRS has an obligation to identify ways to share with industry derived benefits from its sponsored programmatic research and development. The Contractor shall routinely, as a matter of conducting business, identify and evaluate technologies that are potential candidates for commercial exploitation. The Contractor shall establish industry partnerships that will allow the appropriate sharing of technologies using all means allowable under The Stevenson-Wydler Technology Innovation Act of 1980, such as Cooperative Research and Development Agreements, licensing, sharing facilities, and personnel exchanges. The Contractor shall dramatically increase the visibility of the SRS with industry and government agencies to maximize the potential to share its resources. Furthermore, with the continuing budget pressures, the Contractor shall continually seek ways to leverage program funding by partnerships and sharing costs with industry in areas of mutual benefit.

d. Nuclear Facility Operations (including Nuclear Materials Management in Support of the National Nuclear Security Administration)

The Contractor shall manage the nuclear program to stabilize and dispose of high level waste; support national defense requirements by processing tritium and supporting the national planning effort associated with long term tritium production and maintenance; and stabilize and store existing inventories of nuclear material. The Contractor shall maintain a corporate perspective in the planning, integration, efficient management and teamwork to ensure successful shipments throughout the DOE Complex and other Government agencies. The Contractor shall demonstrate this through teamwork with [Rocky Flats Environmental Technology Site](#), [Mound](#), and other DOE sites and government agencies by meeting the agreed upon schedules for the receipt of critical mission essential materials to and from SRS, i.e. receipt of plutonium shipments in support of the RFETS deinventory, receipt of transuranic waste from Mound, Spent Fuel receipts and shipments, Tritium, etc.

(1) High Level Waste

The Contractor shall construct, maintain, and operate an integrated system that will store, receive, and reduce volume and mobility of high level waste (HLW) for final disposition and/or disposal. The Contractor shall meet commitments of the Site Treatment Plan and the [Federal Facilities Agreement with the State of South Carolina and the Environmental Protection Agency](#).

The Contractor shall effectively manage the current and future HLW inventory while continuously striving to reduce the total life cycle costs of the operation. The Contractor shall establish a balanced approach to HLW management using existing facilities, facilities under construction and startup, and the private sector. The Contractor shall provide for scientific and technical exchange with other DOE sites having high level waste that requires stabilization. The Contractor shall ensure it retains the necessary technical capabilities to maintain the HLW system, including salt processing capabilities.

(2) National Defense

The Contractor shall safely support National Defense requirements (primarily the processing of tritium) and the consolidation of the tritium mission from the Mound facility and within the SRS. The tritium function must be configured such that a new lower set of production requirements is reliably met at a reduced total cost. For tritium operations at the SRS, the Contractor shall analyze alternatives and make recommendations on the consolidation of the tritium extraction and purification functions. Support must also be provided to the national planning effort to provide long term tritium production and processing capabilities. DOE is constructing new facilities to process tritium and to disposition plutonium. Should the SRS be selected as the site to accommodate such facilities, there are many possible business arrangements to support potential new tritium sources. Activities in these areas range from the Contractor being in a purely support role to the Contractor being the key integrator for design, construction, operation and maintenance. The

Contractor will be expected to support the construction and operation of facilities for which SRS has been selected.

The SRS is a leading research facility for hydrogen isotopes and is involved in exploring additional commercial applications for its technology. Research and development activities shall focus on understanding phenomena related to the effects of tritium on materials and processes.

(3) Stabilization of Nuclear Materials

The Contractor shall safely and effectively manage and conduct activities to place nuclear facilities and nuclear materials into a safe and stable form. The Contractor shall stabilize, deinventory, and transition the facilities to decontamination and decommissioning. The Contractor shall analyze and recommend alternatives for upgrading to provide cost effective and safe storage for all of the nuclear materials at the SRS. These materials include spent nuclear fuel which is stored at the Site. The fuel may have originated from past Site operations or from U.S. and foreign research reactors.

e. Solid Waste

The Contractor shall manage the solid waste program to safely and effectively prevent and/or minimize the generation of solid waste to include hazardous, low level, transuranic, mixed, and municipal sanitary wastes. The Contractor shall ensure that the handling, treatment, storage, transportation and disposal of existing and future solid waste is environmentally sound.

The Contractor shall: plan and integrate recycling, treatment, storage and disposal activities; provide technical support and verification of compliance with waste acceptance criteria; and provide technical support for waste minimization/pollution prevention initiatives. This shall be accomplished in accordance with the [Federal Facilities Compliance Agreement for Land Disposal Restricted Waste](#) and the associated "Bridging Amendment" and the Federal Facilities Compliance Act of 1992 for mixed waste.

f. Site Support

(1) Environment, Safety, and Health (ES&H) Support and Assurance Services

The Contractor shall include provisions for the protection of human health and safety and the environment in all activities for which it has contractual responsibilities. The Contractor shall implement and continuously improve the existing ES&H management plan and shall conduct its activities in full compliance with [DOE ES&H requirements](#). The Contractor shall include, as a minimum, the following disciplines as part of the ES&H support and assurance services:

- Occupational, industrial and construction safety;
- Industrial hygiene;
- Occupational medicine;
- Fire protection;
- Nuclear safety (including criticality safety);
- Transportation safety;
- Radiation protection;
- Emergency operations (fire, rescue, emergency medical, hazardous material response) and Emergency preparedness (including coordination with outside agencies);
- Hazardous material management;

- Environmental management and protection (including [National Environmental Policy Act](#), [Resource Conservation Recovery Act](#), [Comprehensive Environmental Response, Compensation, and Liability Act](#), and [Clean Water Act](#) compliance);
- Pollution prevention and waste minimization;
- Lessons learned/ root cause analysis management;
- Technical training;
- Operations control (conduct of operations); and
- [Radiological assistance to support emergency response in the Southeast](#).

The Contractor shall implement an ES&H program that not only covers the Contractor's organizations but also other organizations performing work for the Contractor via subcontracts and other agreements at SRS. The Contractor shall work with other Site organizations to ensure consistent ES&H programs are implemented at SRS to realize efficiencies and cost savings for the overall Site. The Contractor shall provide support for any activity on site, as needed, in emergency situations. The Contractor shall also provide ES&H support to others when directed by DOE; this may include activities such as onsite and offsite environmental analysis and assisting in the preparation of required regulatory information.

The Contractor shall implement and maintain a set of requirements to ensure the protection of human health and safety and the environment. In the event, the Contractor becomes out of compliance, appropriate action to protect human health and safety and the environment shall be taken until compliance is

reestablished. When activities are not in compliance with appropriate requirements, the Contractor shall accept violation notices.

The Contractor shall work effectively with other site contractors, subcontractors, external regulators, and others (such as the [Defense Nuclear Facilities Safety Board](#), [South Carolina Department of Health and Environmental Control](#), etc.) to maintain and improve ES&H performance at SRS. The Contractor must ensure ES&H excellence in subcontractor performance and flowdown of all applicable requirements to subcontractors. The Contractor shall consider ES&H performance as an evaluation factor in the selection of subcontractors performing work in Government-owned or leased facilities.

The Contractor shall periodically evaluate the ES&H program for effectiveness by using both self and independent assessments, monitor ES&H performance continuously by the use of ES&H performance indicators, and affect continued ES&H improvement in a cost effective manner.

(2) Engineering and Construction

The Contractor shall be the design and construction manager for the SRS. A minimal in-house capability may be maintained to provide limited design and construction services associated with maintenance and repair. The Contractor shall utilize fixed price contracting for design and construction services to the maximum extent practicable. DOE reserves the right to assign management responsibility on certain individual projects to organizations other than the Contractor.

(a) Engineering Services and Program Management. The Contractor shall provide or procure engineering services to implement programs as follows:

- systems engineering;

- configuration management;
- suspect parts program;
- geotechnical services; and
- development and maintenance of safety documentation.

(b) Design and Construction Management Services. The Contractor shall:

- plan and integrate all activities related to engineering, design, procurement, and construction services;
- ensure all customer/engineering/construction interfaces and requirements of all functions including research and development, operations, maintenance, environmental protection, design review, staffing, training, operational readiness and startup are properly reflected in designs;
- provide a proven, systematic project management system which provides cost estimating, scheduling, and change control systems for maintenance of an appropriate baseline;
- provide or procure architect-engineering services as required to support the design of facilities (except that services for maintenance and repair may be provided by the Contractor);
- provide or procure construction services as required to meet project requirements (except that services for maintenance and repair may be provided by the Contractor);

- provide other services, such as: schedule coordination to avoid conflict with other projects; construction site orientation; safety program monitoring; utility service coordination; security badging; quality assurance and inspection; determination of progress payments for work accomplished; change management; and management of construction goods and services;
- include cost, technical, and schedule performance measures in subcontracts.

(3) Operations Support

The Contractor shall provide necessary support functions for its activities. These shall be services and support required to achieve the missions of the Site. The Contractor shall provide services for others, to the extent authorized by SR, including, but not limited to, those listed below:

- Maintenance and repair;
- Operation of utility systems including water, sewage, electrical and steam distribution;
- Transportation (in accordance with [DEAR 947.104-3\(d\)\(1\)](#), traffic management, receiving and distribution;
- Nuclear materials safeguards and accountability;
- Technical and analytical laboratory operations; and
- Security classification.

(4) Site Services

The Contractor shall provide planning and administrative services for all its activities. The Contractor shall provide overall landlord and custodial services for real and personal property for SRS, including facilities occupied by DOE-SR, other contractors onsite, and tenant organizations operating under contract or agreement with or the permission of the SR Contracting Officer as identified in paragraph 6 below. Site services include, but are not limited to:

- Strategic planning, program planning, and long and short range planning;
- Facility and Site use planning;
- Program integration planning involving other DOE organizations and Contractors;
- Procurement;
- Accounting, budgeting and financial management;
- Personnel administration and labor relations;
- Information resources management, development, and operation;
- Property management;
- Legal;
- Administrative services; and
- Public Affairs.

The type and extent of site support to be provided organizations not under the control of the Contractor shall be governed by memoranda of agreement or general policy guidelines issued by the Contracting Officer.

C.4 WORK FOR OTHERS

The Contractor shall perform work (e.g. providing technology and materials) for others at the Site or elsewhere, as directed by the Contracting Officer. This may involve:

Work, which is related to the SRS mission, for other Federal agencies under interagency agreements entered into by those agencies and DOE under the [Economy Act](#) or other legal authority;

Work in support of other DOE programs at the Site, or elsewhere, when the work involved has been determined by DOE to be within the engineering and technical capabilities of the Contractor and related to the scope of this contract; and

Work to be performed under [DOE's Work For Others Program](#) where DOE has determined that the work is related to the mission of the Contract, or are within the special engineering and technical capabilities of the Contractor.

Non-DOE funded work performed by the Contractor shall be approved in advance in writing by the Contracting Officer and shall be performed consistent with the terms of this contract and other applicable DOE policies and procedures.

C.5 COMMUNITY OUTREACH

Consistent with site mission requirements, the Contractor may assist the local communities:

in their economic diversification development activities through: technology transfer; support of community activities; reuse of Site facilities and equipment as appropriate; and, in other appropriate means based upon availability of resources and in conformance with Departmental policies. The contractor shall fully support the local community reuse organization and support community improvement in math, science and education programs, and such other programs as the Department may from time-to-time direct.

C.6 INTERFACES WITH OTHER SITE USERS

The Contractor shall interface with other organizations which conduct activities at SRS but with whom it does not have contractual business agreements. The major organizations currently include: Wackenhut Services Incorporated, which provides physical security services including the guard force, law enforcement, and special response; the [U.S. Forest Service](#), which is responsible for forest management; the [University of Georgia](#), which is responsible for managing the [Savannah River Ecology Laboratory](#); and the Three Rivers Waste Management Center, which is a Technology Development Center and landfill site for the disposal of sanitary/solid waste serving SRS and the nine South Carolina counties who currently comprise the [Three Rivers Solid Waste Authority](#). The Contractor shall comply with existing documented understandings or agreements with other Site users, and as appropriate, work with these organizations to modify the agreements and understandings as necessary to permit effective performance of all DOE requirements at the SRS.

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

E.2 ACCEPTANCE

INSPECTION AND ACCEPTANCE

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

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during Contract performance and for as long afterwards as the Contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with Contract requirements, the Government may require the Contractor to perform the services again in conformity with Contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the

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Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce any fee payable under the Contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Contract requirements, the Government may (1) by Contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the Contract for default.

E.2 ACCEPTANCE

Acceptance for all work and effort under this Contract shall be accomplished by the Contracting Officer or any other duly authorized representative.

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F.1 TERM OF CONTRACT

F.2 PRINCIPAL PLACE OF PERFORMANCE

F.3 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989) (ALTERNATE I) (APR 1984)

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F.1 TERM OF CONTRACT

The term of this Contract shall be for the period of October 1, 1996 through September 30, 2006, unless sooner terminated in accordance with the provisions of this Contract.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The work under this Contract is to be carried out at a variety of locations, with the principal place of performance being the Savannah River Site near Aiken, South Carolina.

F.3 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989) (ALTERNATE I) (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period for 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

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(1) Cancel the stop-work order, or

(2) Terminate the work covered by the order as provided in the Termination Clause of the Contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof and in any other terms of the Contract that may be affected, and the Contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this Contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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G.3 DOE PROPERTY MANAGER

CONTRACT ADMINISTRATION DATA

G.1 TECHNICAL AND ADMINISTRATIVE CORRESPONDENCE/MATTERS

To promote timely and effective administration under this Contract, the Contractor shall be subject to the following procedures:

Technical and Administrative Correspondence/Matters. Technical and administrative correspondence concerning performance of this Contract shall be addressed to the responsible officials designated in SR Manual 200.1.1A, Chapter 1, SR Functions, Responsibilities and Authorities Procedure, using the latest published edition.

(b) Contractual Correspondence/Matters. Correspondence involving contractual matters will be addressed to the Contracting Officer. The primary Contracting Officer responsible for administration of this contract is T. E. Reynolds, Contracts Management Division. This individual shall be

SECTION G

**CONTRACT
ADMINISTRATION
DATA**

SECTION H

**SPECIAL
CONTRACT
REQUIREMENTS**

SECTION I

**CONTRACT
CLAUSES**

SECTION J

**LIST OF
ATTACHMENTS**

PEMP and PBIs

MODIFICATIONS

primarily responsible for all contractual actions required to be taken by the Government under the terms of this contract.

Notwithstanding the above, in the event the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to the Savannah River Operations Office shall be authorized to take the required contractual action(s) within the limits of his/her authority.

(c) DOE Contracting Office. The Contracting Officer's address is:

Contracts Management Division

U.S. Department of Energy

Savannah River Operations Office

P.O. Box A

Aiken, SC 29802

(d) All correspondence sent to the Contracting Officer shall contain a subject line commencing with the contract number as illustrated below:

SUBJECT: CONTRACT NO. DE-AC09-96SR18500

A copy of all correspondence addressed to the Contracting Officer shall be provided to the Manager, Savannah River Operations Office at the address stated in paragraph (c) above.

G.2 DOE PATENT COUNSEL

Correspondence being sent to the DOE Patent Counsel should be addressed to:

U.S. Department of Energy

Savannah River Operations Office

ATTN: Patent Counsel

P.O. Box A

Aiken, SC 29802

G.3 DOE PROPERTY MANAGER

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

U.S. Department of Energy

Savannah River Operations Office

ATTN: T. C. Walker

Site Services Division

P.O. Box A

Aiken, SC 29802

Telephone Number: (803) 725-3054

<u>WSRC CONTRACT TITLE PAGE</u>	SECTION H
<u>SECTION B</u>	<u>H.1 ACCOUNTING FOR PERFORMING ENTITY</u>
SUPPLIES OR SERVICES AND PRICES/COSTS	<u>H.2 ADVANCE UNDERSTANDING ON HUMAN RESOURCES</u>
<u>SECTION C</u>	<u>H.3 AGREEMENT REGARDING PROPOSED CLAUSES</u>
DESCRIPTION OF WORK AND SERVICES	<u>H.4 APPLICATION OF SERVICE CONTRACT ACT TO THE PERFORMING ENTITY</u>
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PACKAGING AND MARKING	<u>H.6 ASSUMPTION OF EXISTING AGREEMENTS AND SUBCONTRACTS</u>
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ADMINISTRATION DATA	<u>H.17 ENVIRONMENTAL PERMITS AND APPLICATIONS</u>
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<u>SECTION I</u>	<u>H.20 INTERACTIONS WITH THE PLUTONIUM DISPOSITION FACILITY CONTRACTORS AND SAVANNAH RIVER SITE CONTRACTOR</u>
CONTRACT CLAUSES	<u>H.21 LITIGATION MANAGEMENT PROCEDURES</u>
<u>SECTION J</u>	<u>H.22 LOBBYING RESTRICTIONS</u>
LIST OF ATTACHMENTS	<u>H.23 MODIFICATION AUTHORITY</u>
<u>PEMP and PBIs</u>	<u>H.24 MULTI-YEAR FEE</u>
<u>MODIFICATIONS</u>	<u>H.25 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS</u>
	<u>H.26 NUCLEAR FACILITY OPERATIONS</u> {modified by SR – "explosive operations" deleted in (a), and para (b) deleted and replaced by new (b) and (c).}
	<u>H.27 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN</u>
	<u>H.28 PERFORMANCE BASED INCENTIVES AND SUPERSTRETCH PERFORMANCE BASED INCENTIVES</u>
	<u>H.29 PERFORMANCE DIRECTION</u> {Modified by SR}
	<u>H.30 PERFORMANCE GUARANTEE</u>

H.31 PERFORMANCE IMPROVEMENT AND COLLABORATION

H.32 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

H.33 PRIVACY ACT SYSTEMS OF RECORDS {Modified by SR to delete Firearm Quals and Physical Fitness Records and prohibit use of SSAN's unless required by law/regulation }

H.34 PROVISIONAL and Incremental PAYMENT OF INCENTIVES

H.35 QUALITY ASSURANCE SYSTEM {MODIFIED FROM PANTEX?KC TO FIT SR"S PROGRAM}

H.36 RECOGNITION OF PERFORMING ENTITY

H.37 RELEASE OF SUBCONTRACT INFORMATION

H.38 REPORTING REQUIREMENTS

H.39 REPRESENTATIONS AND CERTIFICATIONS

H.40 RESPONSIBLE CORPORATE OFFICIAL

H.41 RIGHTS TO SUBCONTRACTOR PROPOSAL DATA

H.42 SEGREGATION OF COSTS

H.43 SEPARATE CORPORATE ENTITY

H.44 SINGLE FEE

H.45 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN

H.46 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS PARTICIPATION TARGETS

H.47 SPECIAL ASSESSMENT OF CONTRACTOR PERFORMANCE {Modified by SR to identify Annual Operational Plan in para. (b)}

H.48 SPECIAL CONSTRUCTION INDUSTRY COST AGREEMENT

H.49 STOP WORK AND SHUT DOWN AUTHORITY-ENVIRONMENT, SAFETY AND HEALTH

H.50 SUBCONTRACT LABOR LAW APPLICATION

H.51 SUBCONTRACTOR SELECTION

H.52 SUBCONTRACTS

H.53 THIRD PARTIES

H.54 TRAVEL RESTRICTIONS (MODIFIED)

H.55 TYPE OF CONTRACT

H.56 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

H.57 WITHDRAWAL OF WORK

H.58 WORK AUTHORIZATION SYSTEM {Modified by SR re: content of WADS}

H.59 WORK FOR OTHERS {Supplemental to DEAR 970.5204-93}

SPECIAL CONTRACT REQUIREMENTS

H.1 ACCOUNTING FOR PERFORMING ENTITY

All financial data and planning of the entities identified in the Special Contract clause entitled, [Recognition of Performing Entity](#) shall be provided for at the same level of detail required of the prime Contractor. All actual financial data shall be included with the prime Contractor's input to the Financial Information System by the dates established by DOE. Actual manpower data will also be reported in a form and manner acceptable to DOE.

H.2 ADVANCE UNDERSTANDING ON HUMAN RESOURCES

a. Advance Understanding on Human Resources

[DOE Order 350.1, "Human Resources Management Program,"](#) shall serve as the governing document for the advance understanding. The advance understanding appended to this Contract as [Section J, Appendix A](#), shall as a minimum implement the requirements of this Order.

It is the Department's intent to ensure that the Contractor Human Resource Policies adequately support the Contractor's ability to attract and retain critically skilled employees. Moreover, it is the Contractor's responsibility to notify DOE when any obstacles are encountered that could impact the recruitment and retention of critically skilled employees.

b. Labor Relations

The Contractor shall maintain positive labor-management relations. The Contractor shall respect the right of employees to self-organize, to form, join or assist the labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and also to have the right to refrain from any or all of such activities. The Contractor shall be obligated to recognize the current bargaining agents and their existing collective bargaining agreements.

H.3 AGREEMENT REGARDING PROPOSED CLAUSES

This contract modification includes clauses which have not been finalized through the formal rule making process. The Department of Energy anticipates promulgation of formal clauses, or revisions to the clauses, contained in this contract modification prior to, or shortly after, the effective date of this modification. Subsequent to such promulgation, the Contractor agrees to negotiate, in good faith, the substitution of these revised clauses for the corresponding existing contract Clauses. Absent material changes to the above clauses in the Final Rule(s) promulgating the clauses which would substantially increase the contractor's financial or corporate risk, the Contractor agrees to accept the final Departmental versions of these clauses.

(a). Section I clauses identified with a publication date of "(Month and Year TBE)" are clauses contained in the March 13, 2000 Federal Register Proposed Rule.

(b) Section I clauses identified with a publication date of "(XXX 2000)" are intellectual property clauses which are being prepared by the Department for release to the public as either a Proposed Rule or an Interim Final Rule.

H.4 APPLICATION OF SERVICE CONTRACT ACT TO THE PERFORMING ENTITY

[The Service Contract Act of 1965 \(P. L. 89-286\)](#) is not applicable to contracts for the operation of DOE facilities. It is however, fully applicable to subcontracts awarded by contractors operating DOE facilities.

H.5 APPROVAL OF EXPENDITURES

Whenever approval or other action by the Contracting Officer is required with respect to any expenditure or commitment by the Contractor under the terms of this Contract, the Government shall

not be responsible for such expenditures or commitments unless and until such approval or action is obtained or taken.

H.6 ASSUMPTION OF EXISTING AGREEMENTS AND SUBCONTRACTS

On October 1, 1996, the Contractor assumed responsibility for existing contracts and other agreements from Contract No. DE-AC09-89SR18035. These included: (a) all subcontracts and purchase orders, (b) cooperative research and development agreements, (c) consent orders, (d) regulatory agreements and permits, (e) collective bargaining agreements, (f) site-wide plans (e.g., safety and security plans) and (g) any other agreements in effect prior to execution of this Contract.

H.7 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this Contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

1. Information which, at the time of receipt by the Contractor, is in public domain;
2. Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
3. Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
4. Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the Contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this Contract, and to supply a copy of such agreement to the Contracting Officer.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all appropriate subcontracts.

(f) Technical data is addressed in Section I, [DEAR 970.5227-2](#).

H.8 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION/FINES AND PENALTIES

(a) The Contractor shall accept, in its own name, notices of violations (NOV's) and fines and penalties if issued directly to the Contractor by Federal or State regulators resulting from the Contractor's performance or work under this contract. The allowability of the costs associated with fines and penalties shall be governed by the provisions of the Contract Clause entitled, [DEAR 970.5231-1 Allowable Costs and Fee \(Management And Operating Contracts\)](#) (Month and Year TBE), If a NOV or a fine/penalty is provided to the Contractor and the Contractor is not responsible for the cited function under this contract, the Contractor shall immediately notify the Government and the

regulator. Any NOV's, fines or penalties associated with any act or failure to act before the Contractor assumed responsibility for the site on October 1, 1996, shall be processed in accordance with the Special [Contract Clause entitled, Preexisting Conditions](#).

(b) The Contractor shall be free to conduct negotiations with regulators regarding NOV's, fines and penalties issued directly to the Contractor; however, the Contractor shall not make any commitments or offers to regulators which would bind the Government in any form or fashion, including monetary obligations, without receiving written concurrence from the Contracting Officer or his authorized representative (who shall be the SR Chief Counsel regarding fines and penalties) prior to making any such offers/commitments. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

(c) At the Government's discretion, NOV's issued to the Government shall be referred to the Contractor for processing in accordance with paragraph b above.

(d) The amount of any fine or penalty levied against and paid for by the Government which results from the Contractor's operations may be offset from any monies due for payment under this contract or any other Government contract in accordance with the [Contract Disputes Act](#) (CDA). Such an offset will not be made if the actions which gave rise to the fine or penalty were a result of compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer; or if a civil fine or penalty was imposed without regard to fault and could not have been avoided by the exercise of due care by the Government or the Contractor.

H.9 CONTRACTOR EMPLOYEES/NON-CONTRACT ACTIVITIES

{Kansas City model – modified to reflect SR and clause H 31 Pension service credit deleted as fund is currently

{Example City Model - Modified to reflect BR and CRABE 1101. Pension services credit added as this is currently overfunded and contributions cannot be made; cannot be accurately projected; not a recoverable cost against current appropriations and the revenue stream would have to be returned to Treasury. Cost of calculations and administration costs not considered worth the recovery. If pension contributions begin, the contractor will pay these costs. }

(a) In carrying out the work under this Contract, the Contractor shall be responsible for the employment of all professional, technical, skilled, and unskilled personnel engaged by the Contractor in the work hereunder, and for the training of personnel. Persons employed by the Contractor shall be and remain employees of the Contractor and shall not be deemed employees of the DOE or the Government; however, nothing herein shall require the establishment of any employer-employee relationship between the Contractor and consultants or others whose services are utilized by the Contractor for the work hereunder.

(b) The Contractor's employees engaged in the performance of this Contract may remain on the payroll at the Savannah River Site and be used to perform incidental work by the Contractor unrelated to the scope of work of this Contract, provided that: these activities do not interfere with work under this Contract; no costs, expense or liabilities, resulting from the performance of such activities shall be allowable costs under the Contract; and the Contractor shall indemnify and hold harmless DOE against any such liabilities, claims or expenses resulting from such activities. Further, the Contractor shall make advance payment for such activities to the [Special Financial Institution Account Agreement For Use With The Payments Cleared Financing Agreement referred to in Appendix B](#) hereof, in manner and amount consistent with applicable DOE financial policies and procedures, as amended, and as determined by the Contracting Officer. Payments so made shall become part of the advances of Government funds as described in the clause entitled "[Payments and Advances](#)." The Contractor shall submit to the Contracting Officer a monthly written report on all employees who have been assigned to other than contract work. If the Contracting Officer determines that excessive use of personnel for such purposes has impacted overall contract performance, in addition to other actions or remedies available under the contract, the Contracting Officer may require the Contractor to obtain advance written approval for any such future use of any of the [Key Personnel identified in Section J, Appendix D](#).

(c) The parties recognize that the performance of activities described in paragraph (b) above may result in the generation of records. The parties agree that any records (excluding, records required to determine costs, expenses, or liabilities related to the activities in (b) above), being paid for out of corporate and not Contract funds are owned by the Contractor and DOE shall have no right to inspect, copy, or audit such records as set forth in the [Contract Clause entitled, "Access To And Ownership Of Records."](#)

(d) Upon prior written approval of the Contracting Officer, the Contractor may use corporate employees, not employed under the Contract, for incidental work under the Contract in accordance with the [Special Contract Clause H.25 Corporate Home Office Expenses](#). Salary reimbursement for the time such employees work under this Contract will be determined in accordance with the employee's regular work location's government-approved costing practices. Time worked under this Contract for such corporate employees will include the time spent by the employees en route to and returning from the work site on the first and last day of such work. Travel costs of such corporate personnel will be allowed in accordance with the travel policies that are contained elsewhere in this Contract.

H.10 CONTRACTOR'S MANAGERIAL PERSONNEL

For the purpose of identifying the Managerial Personnel defined in the Contract Clause entitled "[Property](#)," and the references to Managerial Personnel in the Contract Clauses entitled "[Allowable Costs and Fee \(Management and Operating Contracts\)](#)" and "[Insurance-Litigation and Claims](#)," the Contractor's Managerial Personnel are:

President

Executive Vice President

Vice President High Level Waste

Deputy General Manager, High Level Waste

Area Manager Defense Waste Processing Facility

Area Manager High Level Waste

Vice President Defense Programs

Deputy General Manager, Defense Programs

Facility Manager, Defense Programs

Vice President, Nuclear Materials and Separation Processing

Deputy General Manager Nuclear Materials and Separation Processing

Manager Separations Operations

Vice President Solid Waste

Deputy General Manager Solid Waste

Vice President Administration and Infrastructure Division

Deputy General Manager Administration and Infrastructure Division

Vice President, Technical Services Division

Deputy General Manager Technical Services Division

Manager Laboratory Operations

Vice President Spent Nuclear Fuel

Deputy General Manager, Spent Nuclear Fuel

Vice President Environment, Safety, Health and Quality Assurance

Deputy General Manager, Environment, Safety, Health

and Quality Assurance

Vice President and Director, Savannah River Technology Center

Deputy Director, Savannah River Technology Center

Vice President Projects, Engineering and Construction

Deputy General Manager and Manager of Engineering and Technology

Deputy General Manager and Manager of Project Operations

Manager Construction and Start-Up Services

Division Project Manager for any construction, alteration, or

repair operation valued in excess of \$100,000,000

Vice President Environmental Restoration

Director, Safeguards and Security and Emergency Services

Vice President Facilities And Decommissioning

Chief Financial Officer

General Counsel

NOTE: Notwithstanding any re-engineering or reorganization of the Contractor during the term of this contract which affects the titles or responsibilities of the above named positions, the individual assuming responsibility for the duties of the above named positions shall automatically become part of the Contractor's "managerial personnel" as that term is utilized within the context of this contract.

A separate listing of the personnel identified as [Key Personnel is set forth in Attachment D.](#)

H.11 CONTRACTUAL UNDERSTANDINGS

(a) In regards to the Plan required under the clause in Section I entitled, [DEAR 970.5222-2 Overtime Management](#), if the Contracting Officer places any restrictions on the Contractor's staffing levels, and such restrictions impede the Contractor's ability to execute the site work, the parties agree to negotiate a change to the Plan if additional overtime is required to satisfactorily execute the scope of work. The Annual Operational Plan (AOP) shall establish the overtime premium fund contemplated by the clause. The remaining requirements of the plan are addressed in the Contractor's 5B Manual and via reports separately submitted to the DOE-SR CFO on a monthly basis.

(b) In regards to the records covered by the clause in Section I entitled [DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS](#), paragraph (b) (2), it is understood that the Government shall have the right to inspect, copy or audit

records for which the Contractor was reimbursed under this contract. The Government shall not have any rights to inspect, copy or audit commercial records of the company not associated with this contract, nor other similar records for which the contractor was not reimbursed under this contract by the Government. It is further understood that the Contractor shall make and provide copies of all documents, including those described in paragraph (b) (1) through (5) as requested by the Government. Additionally, copies of those documents described at paragraph (b)(4) that relate to litigation for which the Contractor is reimbursed under this contract shall be promptly provided to DOE Office of Chief Counsel.

(c) In regards to the Clause in Section I entitled, DEAR 970.5227-3 Technology Transfer Mission, the term "Laboratory" as used in this contract means the Savannah River Site and its facilities.

(d) In regards to Section E.1 paragraph (b), it is understood the existing quality assurance and internal audit programs satisfy the inspection system and inspection records requirements of this clause.

- a. In regards to the effective date of new or modified provisions incorporated into the contract via this modification, these revised terms shall only be applicable after the date of signature on the modification. The fee provisions will apply from the effective date of this modification.
- b. In regards to the Clause in Section I entitled DEAR 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT, paragraph (d)(3), the Government's right to make unilateral changes to the Performance Evaluation and Measurements Plan does not apply to the contents of Attachment A to the Plan.
- c. The annual fee negotiations contemplated by the Clause in Section I entitled DEAR 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT are to be construed to mean reviewing the existing multi-year Performance Based Incentives/Special Performance Areas (PBIs/SPAs) to ensure the conditions under which they were negotiated remain valid and the work required is consistent with mission requirements and assignment of fee from the

unallocated fee pool to new PBIs/SPAs. [The Performance Evaluation and Measurement Plan](#) is incorporated by reference into the contract.

- d. The Contractor has committed to a 20% reduction in the number of senior staff direct reports to the WSRC President over the term of the contract.

- e. The Contractor agrees to work in good faith and assist DOE-SR in meeting its Small, Small Disadvantaged and Woman Owned business goals and other Departmental goals.

- f. In regards to [Clause H.11 Contract Employees/Non-Contract Activities](#), it is understood and agreed that the Contractor will continue to maintain in suspense and not collect a portion of its earned fee to which it is otherwise entitled, to satisfy the "advance payment" requirements of this clause.

- g. DOE will support a special incentive compensation plan as an allowable cost subject to satisfying the requirements of [DOE Order 350.1](#). The parties contemplate the allowable cost of the program to approximate \$1 million to \$1.5 million, but the program shall not exceed \$1.5 million per year in allowable costs.

(l) It is the understanding of the parties that the basis for the Environmental Management Program Performance Based Incentives (EM-PBI's) and associated required support functions for the work under this contract is predicated upon a total funding of approximately \$6.6 billion commencing at the start of FY2001 and continuing through the end of FY2006. This funding amount specifically excludes costs for facility safeguards and security, and Salt Disposition Activities in FY2002 – FY2006.

The parties recognize that full achievement of the EM-PBIs incorporated into the contract on the date of execution of this modification, as well as all basic support and program functions as described in the FY 2001 Annual Operational Plan (subject to future change control), are estimated to cost significantly more than \$6.6 billion, and achievement of the EM-PBIs is predicated upon WSRC utilizing its demonstrated past experiences and business acumen to continue to generate cost effective methods and means to complete the work.

It is further understood that funding for Defense Program activities and Materials Disposition activities (including the HEU Blenddown project) will be separately provided for the [National Nuclear Security Administration \(NNSA\)](#) with related PBIs applicable to specific NNSA areas of interest.

(m) For purposes of the contract clause in [Section I entitled, Conditional Payment of Fee](#), the evaluation periods contemplated shall be six month periods commencing on October 1, 2000. Pending incorporation of the clause discussed below into the contract, the amount of fee subject to reduction under the Conditional Payment of Fee clause shall be the total fee earned plus provisional fee payments made during the six month evaluation period.

(n) As a condition of award of this contract, the contractor has agreed to accept without negotiation, a clause the Department is developing entitled [Conditional Payment of Fee, Profit and Other Incentives – Facility Management Contracts](#) (or some similar title). The clause will address, among other issues, fee reductions for various degrees of performance failures relating to environment, safety and health issues as well as safeguarding restricted data and other classified information. The contractor agrees to accept the new clause once promulgated as a Final Rule in the [Federal Register](#) and incorporated into the Department of Energy Acquisition Regulation. Under the terms of the new clause, evaluation periods will remain as six month periods.

H.12 CORPORATE HOME OFFICE EXPENSES (POLICY DEVIATION –Approved with basic contract})

(a) For Contractor affiliated sources, the Contractor may obtain direct support from its affiliates and those of the performing entity to meet technical and staffing requirements on an as-needed basis as approved by the Contracting Officer. Contracting Officer approval shall be obtained with DOE's approval of the Contractor's fiscal year Annual Operating Plan (AOP) which will show the anticipated level of affiliate support and document the anticipated level of expertise required from the affiliate. Prior to ordering any support from an affiliate, the Contractor shall either document the "special expertise" required from the affiliate or document support from the affiliate is being obtained on a "least cost basis" than from other available sources. Any support required beyond the level of support approved in the AOP shall be processed via formal change control procedures. The process and procedure for utilizing support from affiliates shall be approved by the Contracting Officer.

(b) Services from an approved Contractor affiliate will be at cost without additional fee or profit. Allowable cost will include direct costs and all allowable affiliate indirect cost in accordance with applicable [DCAA cost principles](#) and cost accounting standards. Temporary assignments of Contractor affiliate personnel to the Savannah River Site or other sites identified in this contract shall bear indirect costs based upon DCAA recommended/approved offsite rate(s) that exclude home office facilities related costs. However, in the event a DCAA recommended/approved offsite rate(s) does not exist for a specific Contractor affiliate, the Contractor affiliate shall not be required to develop an offsite rate unless the temporary assignment exceeds 6 months.

(c) Contractor's affiliates providing such services and personnel shall perform the work in accordance with applicable terms and conditions of this contract.

H.13 DEFENSE NUCLEAR FACILITIES SAFETY BOARD

The Contractor shall conduct activities in accordance with those DOE commitments to the [Defense Nuclear Facilities Safety Board \(DNFSB\)](#) which are contained in implementation plans and other

DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect Contract work. Based on the Contracting Officer's direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.14 DISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations thereunder. Additionally, the Contractor shall comply with all other laws such as, but not limited to, [Title VII, 42 U.S.C. Section 2000e](#), et.seq.

H.15 ENVIRONMENT, SAFETY, AND HEALTH

The Contract Clause entitled "[Integration of Environment, Safety and Health Into Work Planning and Execution](#)" requires the Contractor to develop and implement a Safety Management System. As part of this requirement, the Contractor shall submit to the Contracting Officer, or designee, a document entitled Integrated Safety Management System Description Document that addresses how the Contractor will meet the requirements of this clause. The Contractor will notify the Contracting Officer, or designee, in writing, of any written direction or instruction which contradicts, limits, or compromises those environment, safety, and health requirements. Having already submitted a Description Document for FY2001, the Contractor shall submit an update to the Integrated Safety Management System Description Document each year on September 1 for the following fiscal year. Any changes to the Integrated Safety Management System Description Document after the Contracting Officer's, or designee's, initial approval shall be approved by the Contracting Officer, or designee.

This Contract establishes the agreed-upon safety requirements and other operating parameters for the site-wide operations covered by the contract, except with respect to facilities/activities for which separate Authorization Agreement(s) are necessary. Authorization Agreements are to be used to

establish, document, and control the safety requirements and other parameters for Category 2 nuclear facilities and other facilities as directed by the Contacting Officer to ensure adequate protection of the workers, the public, and the environment. Updates and changes to any approved Authorization Agreements(s) shall be subject to Contracting Officer approval.

H.16 ENVIRONMENTAL JUSTICE

The Contractor shall embrace the principles of Environmental Justice by complying with all applicable environmental regulations and by focusing on nondiscrimination in its programs that affect human health and the environment. The Contractor shall comply with the principles of the [Executive Order 12898 on Environmental Justice](#).

H.17 ENVIRONMENTAL PERMITS AND APPLICATIONS

In recognition of the Contractor's responsibility to operate in compliance with all applicable environmental requirements, the Contractor shall sign [Resource Conversation and Recovery Act \(RCRA\)](#) permits and applications as Co-operator. DOE shall sign RCRA permits and applications as co-operator and owner if such signature is required by law or Regulatory Agency. The Contractor shall sign all other permits and applications as required by law or Regulatory Agency. To clarify the resulting obligations under the Contract, the parties agree to the following:

- (a) DOE agrees that the Contractor shall not incur any liability above and beyond that contemplated by the Contract by reason of the Contractor's execution of environmental permits.
- (b) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for such permits, such costs shall be allowable. In the event that such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with an acceptable form of financial responsibility. In no event shall the Contractor or its parent be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

(c) In the event of termination or expiration of this Contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor.

H.18 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT

Upon the effective date of this contract, the Contractor shall accept the transfer of and accountability for Government-owned property and equipment from Contract No. DE-AC09-89SR18035.

H.19 INTEGRATED COST REDUCTION PROPOSALS

The M&O Contractors managing the Laboratories, Production Plants, and the Test Site within the [Nuclear Weapons Complex \(NWC\)](#) may assess their operations in an integrated approach and jointly identify areas where efficiencies would bring cost reductions to the overall NWC without adversely affecting the level of performance required by the individual contracts. Accordingly, NWC Contractors may jointly develop [integrated cost reduction proposals \(ICRPs\)](#) for hard dollar cost savings. ICRPs are encouraged on a multi-site basis to leverage higher potential savings than could occur on a site basis and is expected to encourage sites that have developed practices and processes to share with other NWC Contractors to provide net costs savings across the complex.

These ICRPs are developed and submitted to a DOE Review Board for review and approval. The ICRPs will follow the process and requirements described in the [Contract Clause entitled "Cost Reduction"](#) with the exception of the review and approval process described above. The ICRPs are to recommend a Contractor cost-sharing arrangement of the net savings that in total shall not exceed 25 percent of the net savings discussed in the Cost Reduction Clause of this Contract. The ICRPs are to recommend work to be performed at each participating Contractor that would utilize the government's share of the net savings at that site. The integrated nature of these ICRPs demonstrate a significant departure from business as usual by striving for cost effectiveness across multiple sites. They would be considered above and beyond routine business practices for individual sites and as such would be given additional consideration during review by DOE for approval.

H.20 INTERACTIONS WITH THE PLUTONIUM DISPOSITION FACILITY CONTRACTORS AND SAVANNAH RIVER SITE CONTRACTOR

(a) DOE and the Plutonium Disposition Facility (PDF) Contractors have specific responsibilities and defined interactions with the Savannah River Site Contractor (SRS) Contractor. DOE will use a partnering approach to manage interactions between DOE, the SRS Contractor, the PDF Contractors, and other Savannah River Site contractors. This approach will: encourage a common vision with supporting goals and missions for each participant; promote the principles of teamwork, mutual respect, openness, honesty, trust, professionalism, and understanding; and include joint commitments to:

- (1) Maintain high safety performance;
- (2) Complete the plutonium disposition mission on schedule and within cost;
- (3) Eliminate barriers to an efficient and more cost-effective program;
- (4) Promote innovation;
- (5) Improve communication and understanding;
- (6) Provide early identification and recovery from performance problems;
- (7) Resolve conflicts through a coordinated work effort that avoids adversarial relationships; and
- (8) Reinforce the partnered relationship through honest feedback and continual improvement.

The SRS Contractor shall provide resources necessary to establish and implement the partnering agreement throughout the Contract period of performance. The SRS Contractor shall be responsible for actively participating in the partnering approach in a constructive manner.

(b) [DOE is responsible as the "Owner" and "Regulator" of the plutonium disposition facilities.](#)

(1) As the Owner, DOE will:

(i) Establish requirements, administer the Contract and confirm that the SRS Contractor meets Contract requirements;

(ii) Integrate the plutonium disposition mission into the overall Savannah River Site mission;

(iii) Provide support and approve changes as specified in the Project Execution Plan;

(iv) Perform design, construction and operability oversight of the Plutonium Disposition Facilities and, where required, engage other contractors to provide design and construction support, as appropriate;

(v) Inspect and accept the design of the Plutonium Disposition Facilities (excluding the MOX Fuel Fabrication Facility);

(vi) Manage project progression through the critical decision process ([DOE Order 430.1A, Life Cycle Asset Management](#));

(vii) Provide Quality Assurance (QA) oversight; and

(viii) Require compatibility of reporting and management systems.

(2) As the Regulator, DOE will regulate radiological, nuclear, and process safety, and non-radiological worker safety and health (excluding the MOX Fuel Fabrication Facility).

(c) The SRS Contractor shall provide site services to DOE, PDF Contractors and other Savannah River Site contractors as directed by DOE.

(d) The SRS Contractor shall:

(1) Perform the requirements of this Contract, integrating activities with DOE, the PDF Contractors, and other Savannah River Site contractors, as needed.

(2) In cooperation with DOE (as lead), PDF Contractors, and the other Savannah River Site contractors, establish an interface management process to assure effective control of technical, administrative, and regulatory interfaces.

(3) Commission and operate the Plutonium Disposition Facilities as appropriate (excluding the MOX Fuel Fabrication Facility).

H. 21 LITIGATION MANAGEMENT PROCEDURES

(a) The Contractor (including any entities named in paragraph a. of [Special Contract Clause Recognition of Performing Entity](#)) shall prepare a Management of Litigation Procedures which shall be submitted to the Contracting Officer or designee for approval within 60 days after the effective date of the contract, and shall be updated thereafter as required. A Litigation Management Procedure is required by the [Contract Clause entitled, Allowable Costs and Fee \(Management and Operating Contracts\)](#).

(b) The SR Chief Counsel is the authorized designee of the Contracting Officer for approval of this Plan.

(c) Interim Cost Guidelines for Litigation is found in DOE Acquisition Letter AL-94-13, published in the Federal Register on August 31, 1994, 59 Fed. Reg. 44981.

H.22 LOBBYING RESTRICTIONS

The Contractor or awardee agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in [18 U.S.C. 1913](#). This restriction is in addition to those prescribed elsewhere in applicable statute and regulation.

H.23 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, a Contracting Officer shall be the only individual on behalf of the Government to:

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

H.24 MULTI-YEAR FEE

(a) In order to employ multi-year Performance Based Incentives (PBIs), a multi-year fee pool has been established. The multi-year fee pool is \$345 million over the six years of performance. It is the intent of the parties that this entire amount of fee will be allocated and made available for earning by the Contractor during the contract term through assignment of fee to PBIs or Special Performance Areas. An "unallocated" pool of fee will be maintained to account for fee which had not been assigned to PBIs or SPAs. Fee which is unearned by the contractor as a result of cancellation or modification of a PBI or SPA will be either allocated to another PBI/SPA or placed in the unearned fee pool for future allocation. As part of the annual fee negotiations, the parties agree to in good faith

allocate the unallocated fee to meaningful work efforts during the term of the contract. Fee from the PBIs/SPAs which is unearned due to nonconformance with contract requirements shall not be returned to the unallocated fee pool but shall be forfeited.

(b) The total estimated multi-year fee pool may be adjusted as part of the annual fee negotiations if there is a significant change in the scope or complexity of the work requirements or the budget varies by more than plus or minus 10% from the FY2001 budget of \$1,400,000,000.

H.25 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H.26 NUCLEAR FACILITY OPERATIONS

{modified by SR – "explosive operations" deleted in (a), and para (b) deleted and replaced by new (b) and (c).}

(a) The activities under this Contract include the operation of nuclear facilities. The Contractor recognizes that such operations involve the risk of a nuclear incident which, while the chances are remote, could adversely affect the public health and safety as well as the environment. Therefore, the Contractor shall exercise a degree of care commensurate with the risk involved.

(b) As used in this clause, the term "Nuclear Materials" is a collective term which includes source material, [Special Nuclear Material](#), and those other materials to which, by direction of DOE, the provisions of DOE's Orders or Directives regarding the control of Nuclear Materials, which have been or may be furnished to the Contractor by DOE,

apply. The Contractor shall accept existing procedures and, in a manner satisfactory to the Contracting Officer, propose revised, as appropriate, accounting and measurement procedures, maintain current records and institute appropriate control measures for Nuclear Materials in its possession commensurate with the national security and DOE policy. The Contractor shall make such reports and permits such inspections as DOE may require with reference to nuclear materials. The Contractor shall take all reasonable steps and precautions to protect such materials against theft and misappropriations and to minimize all losses of such materials.

(c) Transfers of Nuclear Materials shall only be made with the prior written approval of the Contracting Officer, or authorized designee. Nuclear Materials in the Contractor's possession, custody, or control shall be used only for furtherance of the work under this contract. The Contractor shall be responsible for the control of such Nuclear Materials in accordance with applicable DOE Orders and Directives regarding the control of Nuclear Materials, which have been or may be issued to the Contractor by DOE, and shall make a part of each purchase order, subcontract, and other commitment involving the use of Nuclear Materials for which the Contractor has accountability, which it enters into under this contract, appropriate terms and conditions for the use of Nuclear Materials and the responsibilities of the subcontractor or vendor regarding control of Nuclear Materials. In the case of fixed-price purchase orders, subcontracts, or other commitments involving the use of Nuclear Materials for which the Contractor has accountability, the terms and conditions with respect to Nuclear Materials shall also identify who has the financial responsibilities, if any, regarding such items as losses, scrap recovery, product recovery, and disposal.

H.27 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN

Within 120 days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan. The Plan shall describe an aggressive program to identify conflicts of interest, avoid conflicts of interest and facilitate the mitigation of actual conflicts of interest and shall be periodically updated as required during the term of the contract. The Plan shall consist of the following:

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and the entities named in the [Special Contract](#)

clause, entitled Performing Entity, and their related entities.

(b) The procedures the Contractor will utilize to identify conflicts.

(c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.

(d) The procedures the Contractor will utilize to oversee, implement, and update the OCI Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.

(e) The procedures for ensuring all DOE required representations and certifications and factual analyses are timely submitted to DOE for approval.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed, collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information, and physical safeguards, if necessary.

(g) The procedures for OCI training and self-education of employees, as well as the frequency of recertifications.

(h) The enforceable disciplinary mechanisms to be used by the offeror.

(Note: This Plan is separate from that required in the Special Contract Clause entitled, Technology Transfer.)

H.28 PERFORMANCE BASED INCENTIVES AND SUPERSTRETCH PERFORMANCE BASED INCENTIVES

a. As contemplated by the Contract Clause in Section I entitled, DEAR 970.5215-1

Total Available Fee, Base Fee Amount and Performance Fee Amount, additional incentives may be negotiated and added to this contract. However, the Government shall not consider the creation of additional incentives unless: (1) the estimated cost of performing the contemplated work exceeds \$10,000,000; (2) the work has the potential for generating significant cost savings; or, (3) incentivization of the work is otherwise determined by the Government to be in its best interests.

b. Over the course of this contract the parties may agree to negotiate SuperStretch Performance Based Incentives (SSPBI's) for certain unfunded or accelerated activities. Candidate SSPBI's are not a part of the contract, and shall not be pursued by the Contractor unless and until funds are provided for the scope of such SSPBI's through an approved Baseline Change Proposal (BCP) action in accordance with the SR Work Authorization and Control Process. It is acceptable for the Contractor to perform limited, preparatory efforts toward unfunded/accelerated SSPBI's so long as such work is clearly within the scope of the existing, approved funding baseline.

c. Candidate SSPBI's may be negotiated in advance, including associated fees, or may be negotiated at the time the work is identified. As a general rule, SSPBI's should include provisions for incremental payments for partial performance, as discussed in this clause.

d. A SSPBI may be activated by an approved BCP when its work scope is partially funded or fully funded.

e. If a SSPBI is completed because the Contractor is able to redirect resources from other work which is being accomplished satisfactorily at costs below the established baseline for such work, the Contractor will be entitled to earn the full fee negotiated for that SSPBI.

SSPBI fee shall not be made available or earnable if the availability of funds result from:

1. Performance yielding unacceptable programmatic results.
2. Implementing changes from specific, formal DOE direction/guidance or changes in site mission.
3. Unplanned program slippage, savings from non-validated funding

baselines, or gross competitive bid underruns.

4. Substitution of previously identified excess material (i.e.; material from the contractor sort yard) for purchased material.

5. Cost avoidance for utilizing existing offices/facilities on site in lieu of leasing or constructing new office space/facilities.

6. Implementation of accepted site practices.

(a) Conducting an Official Value Engineering Analysis.

(b) Changes through Conceptual Design and Title I design phases.

f. If a SSPBI is funded in whole or in part (including fee) by DOE providing additional funding above the established baseline, the Contractor will be entitled to earn a negotiated proportion of any previously set fee for that SSPBI. If a SSPBI is funded by both methods, a reasonable fee will be negotiated by the parties. The SSPBI will be amended to reflect the negotiated fee prior to the incorporation of the SSPBI through a BCP. In the event that the parties cannot agree, the matter will be resolved by Contracting Officer determination which will be subject to the ["Disputes" clause of the Contract.](#)

g. Authorization Process to Perform SSPBI's:

The Contractor shall prepare a BCP which shall identify the source of funds and the rationale for selecting that SSPBI. Funds shall not be reallocated or reprogrammed from a functional area with an incentivized but unfunded/accelerated work requirement unless the unfunded/accelerated incentive has been completed, or DOE determines the SSPBI has evolved into a higher priority than the existing unfunded/accelerated work requirement. DOE's decision on whether to reallocate or reprogram funds for work will be final and the parties agree that decision is not subject to the Disputes clause of the contract. DOE will approve or reject the BCP as part of the Change Control process.

h. SSPBI Work Authorization and Fee Amounts

If the Contractor identifies funds through cost savings or other redirection of resources, any underfunded PBI work must ordinarily be fully funded by the Contractor unless the underfunding is caused by DOE direction to perform additional work scope. The Contractor will ordinarily be given flexibility to prioritize the funding of the underfunded work, within the appropriate funding categories and classifications. If funds remain after all other work is addressed, they may be redirected to SSPBI's. However, there may be situations where circumstances warrant the funding of SSPBI's prior to funding an underfunded PBI work element. In these cases, the Contractor may submit a BCP and seek funding for the SSPBI, and an equitable adjustment to the fee for the PBI.

If DOE provides new Budget Authority (BA), these funds will ordinarily be directed to non-incentivized unfunded/accelerated work or to emerging issues. However, when circumstances merit, DOE BA may be directed to SSPBI's. DOE's decision on whether to reallocate or reprogram funds for work will be final and the parties agree that decision is not subject to the Disputes clause of the contract.

i. Incremental Funding of SSPBI's

At the time an SSPBI is funded by a BCP, the BCP will identify if the SSPBI is to receive "full" fee (i.e. 100% of the amount identified to that SSPBI) or a "negotiated" fee (a reduced amount negotiated between 50% and 100% of the identified fee), based on the source of the funds directed to the SSPBI. The amount of any negotiated fee (within the 50% - 100% parameters) will depend on the circumstances.

If SSPBI's are incrementally funded, the fee payment process will be defined in the SSPBI. As additional funds are identified for incrementally funding the SSPBI, the Contractor and Contracting Officer will review the status of performance and ensure the original cost estimates and fee are accurate, and that adequate funds will be available to cover all costs, including fees.

H.29 PERFORMANCE DIRECTION {Modified by SR}

(a) In addition to those functions specifically reserved throughout this Contract for the Contracting Officer, the Contracting Officer shall be the sole authority for assignment or modification of Work Authorization Directives (WADs), approval and modification of Performance Based Incentives (PBIs), establishment of work priorities, and directing work requiring the expenditure of funds which have been obligated for performance of this Contract.

(b) {Modified by SR} Authority to take certain actions has been officially delegated in writing to selected DOE-SR officials. These officials are authorized to act within the stated limits of the delegation in SR Manual 300.1.1A, Chapter 1, SR Functions, Responsibilities and Authorities Procedure, or superseding documents, or in a separate delegation, a copy of which has been provided to the Contractor.

(c) Authority to issue formal Performance Direction to the Contractor may be officially delegated in writing to named DOE-SR officials as Designated Officials. These individuals act as authorized representatives of the Contracting Officer for such functions as technical monitoring, inspection, and other functions of a more technical nature not involving a change in the scope, cost, terms or conditions of the Contract pursuant to the [Section H provision entitled "Modification Authority."](#) The Contractor shall comply with written direction provided by the Designated Officials. For the purposes of this contract, the following individuals are identified as Designated Officials:

- SR Deputy Manager
- Assistant Managers, Office Directors and the Chief Financial Officer, and their designees in their absence, within their respective area(s) of responsibility as defined in SR Manual 300.1.1A, Chapter 1, SR Functions, Responsibilities and Authorities Procedure, or superseding documents, or in a separate delegation, a copy of which has been provided to the Contractor. The work performed by the Contractor in compliance with the terms of this Contract shall be subject to Performance Direction from the Designated Officials

as follows:

(1) Directions to the Contractor which redirect the Contract effort, shift work emphasis within a work area or a WAD, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Statement of Work (SOW) and Annual Operational Plan (AOP).

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

(3) Review and, where required by the Contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the Contract.

(d) The Contractor shall only accept Performance Direction if provided in writing and if within the SOW, a WAD or the AOP. Performance Direction shall not: authorize the Contractor to exceed the total funds obligated on the Contract or any estimated cost or delay in delivery in a WAD or a PBI/Special Performance Area (SPA), entitle the Contractor to any increase in the total amount of fee set forth in the contract, change any of the expressed terms or conditions of the contract, or interfere with the Contractor's rights under the terms and conditions of the Contract. It is expected that there will be full and open communication between the functional counterparts of the DOE and the Contractor's organization.

- a. The Contractor shall proceed promptly with the performance required by duly-issued written Performance Direction. If, in the opinion of the Contractor, any Performance Direction violates the prohibitions set forth in paragraph (d) of this clause, the Contractor shall not proceed but shall promptly orally notify the Contracting Officer of the direction and reason(s) the direction violates the provisions of this subsection. The Contractor shall confirm this notification in writing within five (5) workdays from receipt of DOE's written direction. The Contracting Officer shall render a decision on whether or not the Performance Direction is or is not within the Statement of Work, WAD, PBI/SPA and whether or not a change order will be issued pursuant to the [Contract Clause entitled "Changes,"](#) or paragraph (f) of the Special Contract Clause of this Part entitled, Work Authorization System. This decision shall be issued or confirmed in writing and the Contractor shall promptly comply with the

Contracting Officer's direction.

(f) It is the expectation of DOE that the Contractor shall assume full responsibility for management, integration and operation of the site in accordance with work assigned. The DOE has responsibility to establish what is to be accomplished and the applicable standards and requirements to be met, and to oversee the work of the Contractor. However, the Contractor is expected to utilize its expertise and ingenuity in performance of the work, including making choices from acceptable alternatives on how the work is to be accomplished. The Contractor should expect to be free from undue interference or excessively detailed direction from the Government. If in the opinion of the Contractor, DOE employees act in a manner inconsistent with this expectation or interfere with the Contractor's operations, the Contractor shall report the incident to the Contracting Officer for resolution. Pending resolution of the issue(s), the Contractor shall continue performance as may have been directed by DOE via formal Performance Direction or permit continued inspection of the Contractor's operations by DOE.

H.30 PERFORMANCE GUARANTEE

The Contractor is required by other provisions of this Contract to organize a dedicated corporate entity to carry out the work under the Contract. The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance as evidenced by the [Performance Guarantee Agreement incorporated in the Contract in Section J, Appendix G](#). If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent or all member organizations shall assume joint and several liability for the performance of the Contractor. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.31 PERFORMANCE IMPROVEMENT AND COLLABORATION

As a key component of the Department's nuclear weapons complex, the contractor agrees to work in collaboration with other production plants and design laboratories in the Nuclear Weapons complex to

achieve a balanced nuclear weapons complex workload and to create a modern integrated complex with unique and interdependent facilities. To this end:

- a. The Contractor agrees that it shall affirmatively identify, evaluate, and institute practices, where appropriate, that will improve performance in the areas of environmental and health, safety, scientific and technical, security, business and administrative, and any other areas of performance in the management and operation of the Contract. This may entail the alteration of existing practices or the institution of new procedures to more effectively or efficiently perform any aspect of Contract performance or reduce overall cost of operation under the Contract. Such improvements may result from changes in organization, simplification of systems while retaining necessary controls, or any other approaches consistent with the Statement of Work and performance measures of this Contract.
- b. The Contractor agrees to work collaboratively with the Department, and all other DOE management and operating contractors, for the following purposes: (i) to exchange information generally, (ii) to evaluate concepts that may be of benefit in resolving common issues, in confronting common problems, or in reducing costs of operations, and (iii) to otherwise identify and implement DOE-complex-wide management improvements discussed in paragraph (a). In doing so, it shall also affirmatively provide information relating to its management improvements to such contractors, including lessons learned, subject to security considerations and the protection of data proprietary to third parties.
- c. The Contractor may consult with the Contracting Officer in those instances in which improvements being considered pursuant to paragraph (a) involve the cooperation of the DOE. The Contractor may request the assistance of the Contracting Officer in the communication of the success of improvements to other management and operating contractors in accordance with paragraph (b) of this Clause.
- d. The Contractor shall notify the Contracting Officer and seek approval where necessary to fulfill its obligations under the Contract. Compliance with this clause in no way alters the obligations of the Contractor under any other provision of this Contract.

H.32 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its

subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered. The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Furthermore, all wildlife must be protected except for management programs approved by the Contracting Officer.

(b) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.33 PRIVACY ACT SYSTEMS OF RECORDS {Modified by SR to delete Firearm Quals and Physical Fitness Records and prohibit use of SSAN's unless required by law/regulation }

The Contractor shall design, develop, or operate the following [Systems of Records](#) on individuals to accomplish an agency function pursuant to the [Contract Clause entitled "Privacy Act."](#)

1. DOE System No. Title

DOE-33 Personnel Medical Records (Present and former DOE employees, Contractor Employees, and other persons at Savannah River Site receiving routine, periodic, and emergency medical examination or treatment.)

DOE-35 Personnel Radiation Exposure Records (Past and present DOE and Contractor employees and other persons having access to Savannah River Site.)

DOE-38 Occupational and Industrial Accident Records (The DOE and Contractor employees and other persons having access to Savannah River Site and having accidents at Savannah River Site, or individuals involved in accidents with DOE or Contractor employees.)

DOE-45 Weapon Data Access Control System (The DOE, DOD, or other Government agency employees, Government Contractors, consultants, and other persons requiring access to classified weapons data or Savannah River Site nuclear weapons program facilities.)

DOE-50 Personnel Assurance Program (PAP) (The DOE or Contractor employees or individuals under the SRS Plant PAP.) Records of medical examination results and PAP-related training records.

DOE-51 Employee and Visitor Access Control System (The DOE and Contractor employees and other individuals working or visiting at SRS Plant.)

The above list shall be revised from time to time by mutual agreement between the Contractor and the Contracting Officer as may be necessary to keep it current. Such changes need not be formally incorporated before the annual Contract update modification, but shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in [Paragraph \(a\)\(1\) of the Contract Clause entitled "Privacy Act."](#)

In addition to the above, the contractor agrees that all functions under the contract requiring use of social security numbers as a personal identifier of Federal employee's shall be prospectively modified by September 30, 2001, and thereafter in performing its functions under this contract, the Contractor shall neither request nor utilize social security numbers as a personal identifier of Federal employee's unless required to do so by law or regulation, DOE Order or as agreed to in writing by the Contracting Officer.

H.34 PROVISIONAL and Incremental PAYMENT OF INCENTIVES

(a) A provisional payment is a payment of fee made for partial completion of a Performance Based Incentive (PBI) prior to completion of the PBI, on the basis of demonstrating progress toward completion of the PBI. Provisional payments must be repaid in whole or in part, as determined by the Contracting Officer, if the PBI is not

successfully completed.

(b) Provisional or incremental payments may be made based upon earned value, completion of milestones or any other methodology as set forth in the PBI. Provisional payments may be made upon the completion of progress or events which are interim to delivery of the final product or service required.. If progress or a milestone is determined to have lasting, intrinsic value, payments will not be provisional, but will be established as incremental payments for partial accomplishment of the work. Each PBI will establish if the payments are to be provisional, incremental or a combination thereof.

(c) If the contractor fails to fully accomplish a PBI for which it has received provisional payments, the Contracting Officer will determine if the Contractor is to refund part or all of the provisional payments it has received for that PBI. Any refund made shall include interest. Interest will be paid at the interest rate established by the Secretary of the Treasury as provided in Section 12 of the [Contract Disputes Act of 1978](#) (Public Law 95-563), which is applicable to the period in which any unearned provisional payments were made.

H.35 QUALITY ASSURANCE SYSTEM {MODIFIED FROM PANTEX?KC TO FIT SR"S PROGRAM}

The Contractor shall establish and maintain a formal Quality Assurance Program approved by the DOE that satisfies the requirements of [DOE Order 414.1A, Quality Assurance](#), or superceding versions; and [Nuclear Safety Rule, 10 CFR Part 830.120](#), Quality Assurance Requirements. Any subcontracts in support of the Contractor's work shall require subcontractors to comply with applicable elements of the Contractor's approved Quality Assurance Program or the subcontractor's program(s) as approved by the Contractor.

H.36 RECOGNITION OF PERFORMING ENTITY

(a) The Contractor and the Government recognize that the parties named below form the performing entity on which the award of this contract was based.

Westinghouse Savannah River Company

Bechtel Savannah River, Inc.

BWXT Savannah River Company

BNFL Savannah River Corporation

(b) Accordingly, the Contractor and the Government agree that:

(1) The exemption from the certification requirement of FAR 15.804-2, as set forth in DEAR 970.1508-1, shall extend to the business arrangement, which establishes the special relationship recognized in paragraph a. above, between the Contractor and the parties named in paragraph a. above. The requirements of the Contract Clause entitled, DEAR 970.5204-24 Subcontractor Cost or Pricing Data (DEC 1994) do not apply to these business arrangements.

(2) The Contractor shall take no action to replace the components of the offeror named in a. above without the prior written approval of the Contracting Officer.

(3) If subcontract arrangements are utilized in the business arrangement, each subcontract shall contain an allowable cost clause providing for, as a minimum, the same advance agreements on allowability of costs and for Government approval of such costs as contained in this contract.

(4) The performing entity shall operate under a single set of policies and procedures governing all human resources matters and the Contractor's managerial personnel (as the term is defined in the [Contract Clause entitled, Contractor's Managerial Personnel](#)) shall ensure all employees of the performing entity are treated fairly, equitably and in a consistent manner.

H.37 RELEASE OF SUBCONTRACT INFORMATION

The purchasing system developed in accordance with the Contract Clause entitled, Contractor Purchasing System, must provide for notification to bidders/offerors that an abstract of bids/offers/proposals containing the names of bidders/offerors and the lump sum or unit prices submitted will be released after award to any interested party and that submission of a bid/offer/proposal constitutes authorization to release such prices. In no event will the Contractor release other information regarding a bid/offer/proposal without the written permission of the submitting firm.

H.38 REPORTING REQUIREMENTS

(a) Work Breakdown Structure (WBS). Except as provided for elsewhere in the contract, the WBS, as approved by the Contracting Officer, shall provide the basis for all reports required under this subsection. The WBS shall be derived from the SOW and shall otherwise conform to any implementation guidance which may be provided by the Contracting Officer.

(b) Periodic Plans and Reports. The Contractor shall submit periodic cost, schedule, and technical performance plans and reports in such form and substance as required by the Contracting Officer. These periodic plans and reports shall be submitted at the interval, and to the addresses and in the quantities as specified by the Contracting Officer. Where specific forms are required for individual plans and reports, the Contracting Officer shall provide such forms to the Contractor. The plans and reports expected to be submitted by the Contractor are described generally as follows:

General Management Reports narratively summarize schedule, labor, and cost plans and status, and provide explanations of status variances from plans.

Schedule/Labor Cost Reports provide information on schedule, labor and cost plans and status.

Performance Measurement Reports provide information regarding budgeted cost versus actual cost, schedule performance against milestones and estimated cost at completion.

Technical Reports are the means by which scientific, technical, and engineering information acquired in the performance of the work is disseminated.

Plans and reports shall be prepared by the Contractor in such a manner as to provide for--

(1) consistency with the Contract Statement of Work, the WADs, the approved WBS, and the existing accounting structure; and

(2) correlation of data among the various plans and reports.

(c) Changes in Work Effort. The reporting system established and maintained by the Contractor pursuant to this subsection shall recognize changes in work effort directed by the Contracting Officer, as provided for in the Work Authorization System. During performance of this contract, the Contractor shall update and/or change, as appropriate, the WBS (including any diagrams, supporting work descriptions, and WBS dictionary) to reflect changes in the Statement of Work or WADs. The Contractor's reporting system shall be able to provide for the following at the WAD level, or such lower level, as specified by the Contracting Officer.

(1) Incorporate contractual changes affecting estimated cost, schedule, and other relevant terms and conditions of the contract, in a timely manner;

(2) Reconcile estimated costs for those elements of the WBS identified in the Contract as either priced line items or discrete WADs, and for those elements at the lowest level of the project summary WBS with current performance measurement budgets in terms of:

(i) Changes to the authorized work; and,

(ii) Internal replanning in the detail needed by management for effective control;

(3) Prohibit retroactive changes to records pertaining to work performed that will change previously-reported costs except for correction of errors and routine accounting adjustments;

(4) Prevent revisions to the Contract estimated costs except for Government-directed or approved changes to the contractual effort; and

(5) Document, changes to the performance measurement baseline and, on a timely basis, notify the Contracting Officer of such changes.

(d) The Contractor agrees to provide the Contracting Officer, or designated authorized representatives, access to information and documents comprising the Contractor's reporting system described in (b) above.

(e) The Contractor shall include the requirements of subparagraphs (b) and (d) in all subcontracts that are cost-reimbursement type of contracts when--

(1) The value of the subcontract is greater than \$2 million, unless specifically waived by the Contracting Officer, or

(2) The Contracting Officer determines prior to award that the contract/subcontract effort is, or involves, a critical task related to the Contract.

H.39 REPRESENTATIONS AND CERTIFICATIONS

The Representations, Certifications, and Other Statements of Offeror for this Contract as completed by the Contractor and dated September 7, 1995, are hereby incorporated in this Contract by reference.

H.40 RESPONSIBLE CORPORATE OFFICIAL

Notwithstanding the [Section H provision entitled "Performance Guarantee,"](#) the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor. Should the responsible corporate official change during the period of the contract, the Contractor shall promptly notify the Government of the change in the individual to contact.

- Name: Ambrose L. Schwallie
- Position: President & Chief Executive Officer
- Company: Washington Government

H.41 RIGHTS TO SUBCONTRACTOR PROPOSAL DATA

Except as otherwise authorized by the Contracting Officer, the Contractor, pursuant to [FAR 27.409 \(s\)](#), shall include the clause of [FAR 52.227-23, "Rights to Proposal Data \(Technical\) \(JUNE 1987\),"](#) in any subcontract awarded based on consideration of a technical proposal.

H.42 SEGREGATION OF COSTS

(a) Whenever the Contract contains both fixed price and cost type arrangements, the Contractor shall maintain separate accounts for each unique contract type arrangement, by task order or other suitable accounting procedure, of all incurred segregable, direct costs of work, allocable to the work effort directly related to each contract arrangement.

(b) Whenever the contract contains a provision for an incentive for a portion of the work effort under the contract, the Contractor shall maintain separate accounts, by Work Authorization Directive or other suitable accounting procedure, of all incurred segregable, direct costs of work, allocable to the work effort directly related to the incentive arrangement.

(c) If the Contractor has initiated work pursuant to the clause entitled, Cost Reduction Incentive Program, if included in this contract, that a proposal has been accepted, the Contractor, for each cost reduction incentive proposal, shall maintain separate accounts, by Work Authorization Directive or other suitable accounting procedure, of all incurred segregable, direct costs, both changed and not changed, allocable to the changed work effort set forth in the applicable Cost Reduction Incentive Proposal.

(d) The Contractor shall maintain all such accounts, required pursuant to the paragraphs above, in accordance with the clauses Ownership of Records and DEAR 970.5204-9, Accounts, Records and Inspection, of this contract, but, in no case, for a period of less than three years following the Government's determination of the applicable incentive fee.

H.43 SEPARATE CORPORATE ENTITY

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

H.44 SINGLE FEE

(a) The parties agree there will be a single fee paid to the Contractor and the parties identified in paragraph a. of the Special Contract Clause entitled, Recognition Of Performing Entity, as may be modified by mutual agreement of the parties.

(b) The Contractor further agrees there will be no costs charged to this contract which represents fee or profit for any entity named in paragraph a. of the Special Contract Clause entitled, Recognition Of Performing Entity, without written approval of the Contracting Officer.

H.45 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS

SUBCONTRACTING PLAN

The Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan with goals, submitted by the Contractor consistent with the provisions of the Contract Clause, entitled, "Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan" and approved by the Contracting Officer is incorporated into this Contract as Appendix C in Section J. Prior to the beginning of each Fiscal Year, the Contractor shall also submit an "annual" subcontracting plan which shall establish subcontracting goals, as described in paragraph (d)(1) and (2) of the above Contract Clause. The annual plan shall be reviewed for approval by the Contracting Officer and shall be incorporated into this Contract.

H.46 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS PARTICIPATION TARGETS

Small Business and Small Disadvantaged Business participation targets submitted by the Contractor in its proposal for purposes of evaluation for award will be incorporated into this Contract. To the extent that such concerns specifically were identified in the proposal, they are also incorporated into this Contract and the Contractor shall notify the Contracting Officer of any substitutions of firms. The Contractor's performance in meeting the targets contained in its proposal and its demonstrated commitment to maximizing the participation of Small Business and Small Disadvantaged Business concerns in Contract performance will be assessed as part of the expected performance under this Contract.

H.47 SPECIAL ASSESSMENT OF CONTRACTOR PERFORMANCE

{Modified by SR to identify Annual Operational Plan in para. (b)}

(a) The Department will conduct a Special Assessment of the Contractor's overall performance against established performance standards following completion of the second full fiscal year of the basic Contract term, and after the second full fiscal year of any extension(s) thereto, if applicable. This Special Assessment is in addition to the periodic appraisals and evaluations otherwise required by this Contract. The purpose of the assessment will be to determine whether the overall level of performance in these two years meets or exceeds quality performance expectations as defined below. This

assessment allows DOE to make an informed decision regarding Contract term. The Special Assessment will review annual performance evaluations in accordance with the Performance Evaluation Management Plan and Contractor performance against the milestones in the Annual Operational Plan. The Contractor will be deemed to have met or exceeded quality performance expectations if it has: earned at least 65% of the total fee earnable during the first two years of the contract. The Contractor will be given an opportunity to review and comment on the resulting assessment.

(b) If, based upon results of the Special Assessment, the Contracting Officer determines that the Contractor's performance is unacceptable, the Contracting Officer may terminate the Contract in accordance with subparagraph (a)(1) of Contract Clause entitled "Termination." A decision to terminate this Contract is solely that of the Contracting Officer, consistent with a determination of whether the public interest is served thereby. The Contracting Officer will consider information submitted by the Contractor before making a final determination. If so terminated, the Contract termination effective date will coincide with the completion of the transition period for a new contract award. Notwithstanding the language stated above in this clause, the Government retains all of its rights under the clause in Section I entitled, Termination."

H.48 SPECIAL CONSTRUCTION INDUSTRY COST AGREEMENT

Notwithstanding the provisions of the clause in Section I, entitled, ALLOWABLE COSTS AND FEES (COST-REIMBURSEMENT MANAGEMENT AND OPERATING CONTRACTS) (DEVIATION) (SEPT 1991), paragraph e(28), the Contractor is authorized to establish membership in the International Brotherhood of Electrical Workers/National Electrical Contractors Association (IBEW/NECA) industry fund. The cost of maintaining such membership is an allowable cost under the contract.

H.49 STOP WORK AND SHUT DOWN AUTHORITY-ENVIRONMENT, SAFETY AND HEALTH

(a) Definition: Stop Work - The suspension of a specific activity or activities by the

Contracting Officer or authorized designee based upon the determination or observation of conditions which are immediately dangerous to the life or health of the workers, the public, or the environment or for any other reason determined to be in the best interests of the Government from an environment, safety and health (ES&H) perspective. Stop-Work Orders for non-ES&H reasons shall be in accordance with the Contract Clause contained in [Section F entitled, FAR 52.242-15 Stop-Work - Alternate I \(APR 1984\)](#).

(b) The Contracting Officer, or authorized designee, may at any time during the performance of this contract issue a stop-work order and shutdown facility operations or stop-work on specific activities of the Contractor or any Subcontractor, in accordance with the following:

(1) The Contracting Officer shall notify the Contractor, in writing, of any noncompliance with applicable ES&H requirements which come to the attention of the Contracting Officer. After receipt of such notice, the Contractor shall immediately take corrective action, consistent with the work authorization provisions of the [Special Contract Clause entitled, Performance Direction](#). In the event that the Contractor fails to take corrective action, the Contracting Officer or authorized designee may, without prejudice to any other legal or contractual rights of DOE, issue a written order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer in accordance with applicable DOE Orders/Directive Implementation Instructions, if any. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(2) If at any time during performance of the contract work, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the health or safety of individuals or the environment, the Contracting Officer or authorized designees may, without prejudice to any other legal or contractual rights of DOE, issue a verbal order, to be immediately confirmed in writing before departing the incident site, stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer in accordance with applicable DOE Orders/Directive Implementation Instructions, if any. The

Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(c) Duly appointed DOE Facility Representatives at SRS are authorized designees of the Contracting Officer for the purposes set forth in this clause. Other authorized designees shall be approved through the process described in the [special contract clause entitled, Performance Direction.](#)

(d) The Contractor shall include this clause, modified appropriately to include Contractor Representatives, in all subcontracts containing the [Contract Clause entitled, DEAR 970.5204-2 Integration of Environment, Safety and Health Into Work Planning and Execution \(Jun 1997\).](#)

H.50 SUBCONTRACT LABOR LAW APPLICATION

For all subcontracts for the manufacture or furnishing of supplies subject to the [Walsh-Healey Public Contracts Act](#) (41 U.S.C. et seq.), the Contractor shall follow those provisions, requirements, and stipulations required by the Act.

For subcontracts relating to construction, refer to the [Contract Clause entitled "Government Facility Subcontract Approval."](#)

H.51 SUBCONTRACTOR SELECTION

(a) The Contractor shall establish in its purchasing system, developed as required by the [Contract Clause entitled, Contractor Purchasing System](#), procedures for evaluating the environmental, safety, and health records of companies submitting offers/bids/proposals for performing subcontract work in Government-owned or leased facilities under this

contract. The procedures shall provide for evaluation of environmental, safety, and health indicators (e.g., workers' compensation costs, injury/illness incidence rates, lost workday incidence rates, property damage, fire loss rates, experience modification rate, etc.), as appropriate, for the work to be performed.

(b) Only those subcontractors with acceptable records shall be selected for award of subcontracts for work in Government-owned or leased facilities.

H.52 SUBCONTRACTS

Prior to the placement of subcontracts and in accordance with the clause, [Contractor Purchasing System](#), the Contractor shall ensure that any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the Subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any Subcontractor privity of contract with the Government.

H.53 THIRD PARTIES

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

H.54 TRAVEL RESTRICTIONS (MODIFIED)

(a) For Contractor travel expenses incurred between October 1, 2000 – September 30, 2001, a ceiling limitation of \$7,385,000 shall apply to all reimbursements made for Contractor travel expenses under this Contract. Expended funds which exceed the established ceiling will be unallowable unless otherwise authorized by the Contracting

Officer.

(b) Notwithstanding any other provisions of the Contract, the Contractor further agrees that none of the funds obligated under the Contract may be used to reimburse employee travel costs incurred on or after October 1, 2000 and before October 1, 2001 which exceed the rates and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code. Costs which exceed these rates and amounts will be unallowable. This restriction is in addition to those prescribed elsewhere in statute or regulation.

(c) Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:

- (1) [Federal Travel Regulations](#) (FTR) for travel within the 48 states;
- (2) [Joint Travel Regulations](#) (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States; or
- (3) [Standardized Regulations](#) (SR) for travel allowances in foreign areas.

(d) Subparagraph (c) does not incorporate the regulations cited above in their entirety. Only the coverages in the referenced regulations addressing the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and when deemed warranted (as provided for in [FTR Sec. 301-11.300](#)) are applicable to Contractor travel.

(e) Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

H.55 TYPE OF CONTRACT

This is a performance based contract for the integrated team management of a DOE facility governed by the provisions of [Federal Acquisition Regulation 17.6](#) and [Department of Energy Acquisition Regulation 917.6](#). It is a cost-reimbursement contract with provisions for a general performance fee and performance incentives as provided for in the clause in [Section I entitled, DEAR 970.5215-1 Total Available Fee: Base Fee Amount And Performance Fee Amount](#).

H.56 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

Documents originated by the Contractor or furnished by the Government to the Contractor in connection with this Contract may contain Unclassified Controlled Nuclear Information as determined pursuant to [Section 148 of the Atomic Energy Act of 1954](#), as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE Regulations and Directives.

H.57 WITHDRAWAL OF WORK

(a) The Contracting Officer reserves the right to have any of the work contemplated by Section C, Statement of Work, of this contract performed by either another Government contractor or to have the work performed by Government employees.

(b) Work may be withdrawn: (1) for the Government to conduct pilot programs; (2) if the Contractor's estimated cost of the work is considered unreasonable; (3) for performance by the Contractor or any entity named in the [Special Contract Clause entitled, Recognition Of Performing Entity](#) which does not conform with contract requirements; or, (4) for any other reason deemed by the Contracting Officer to be in the best interest of the Government. DOE reserves the right to direct the assignment of any subcontract to DOE whenever it deems it in its best interests.

(c) If withdrawn work has been authorized under an annual Work Authorization Directive, the work shall be terminated in accordance with the procedures in the [Contract Clause entitled, Termination](#). If work has not been authorized under a Work Authorization Directive and there is no impact on the Contractor's staffing, the fee amount set forth in the Schedule shall be equitably adjusted, under the [Clause entitled, Changes](#) and the [Section H clause entitled, Multi-Year Fee](#). If the Contractor's staffing is impacted, the work shall be terminated in accordance with the procedures in the [Contract Clause entitled, Termination](#).

(d) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully co-operate with the new performing entity and to provide whatever support is required pursuant to the [Special Contract Clause entitled, Performance Direction](#).

H.58 WORK AUTHORIZATION SYSTEM {Modified by SR re: content of WADS}

(a) Prior to the start of each Fiscal Year, the DOE shall provide the Contractor program execution guidance in sufficient detail to develop an estimated cost, scope, and schedule. The Contractor shall submit to the Contracting Officer or other designated official, a detailed description of work, a budget of estimated costs, and a schedule of performance for the work to be performed during the next Fiscal Year.

(b) The Contractor and DOE shall mutually establish a budget of estimated costs, detailed description of work, and schedule of performance for each task at level 3 or as otherwise specified by the Contracting Officer. The established description of work, estimated costs, and schedule of performance shall be incorporated into Work Authorization Directives (WAD). WADs, signed by the Contractor and issued by the Contracting Officer, which are incorporated by reference into this Contract. If agreement cannot be reached on the scope, schedule, and estimated cost for the WADs, the Contracting Officer shall issue unilateral WADs pursuant to this clause which shall not be subject to appeal under the [Contract Clause entitled "Disputes."](#)

(c) No activities shall be authorized and no costs incurred until either the Contracting Officer has issued WADs or the Contracting Officer has issued direction concerning continuation of activities.

(d) Work Authorization Directives. The WADs authorizing the Contractor to proceed with performance shall be provided to the Contractor by the Contracting Officer. Each WAD so issued will include as a minimum the following:

- (1) Authorization number and effective date;
- (2) Description of work;
- (3) Estimated cost (and estimated cost for the work to be performed under this authorization if the WAD performance schedule exceeds the current contract);
- (4) Appropriate performance objectives, schedule, and milestone dates;
- (5) Cost, schedule, and all other reporting requirements;
- (6) Date of issue
- (7) Contractor's signature
- (8) Contracting Officer's signature.

(e) Performance Direction. Government direction of the performance of all work authorized for performance under this Contract shall be in accordance with [Section H provision entitled "Performance Direction."](#)

- a. Modification of Work Authorization Directives. The Contracting Officer may at any time and without notice issue changes to the WADs within the SOW of the Contract requiring additional work, or directing the omission of, or changes to the work. A proposal for adjustment in the budget of estimated costs and schedule of performance of work established in accordance with paragraph (b) of this clause shall be submitted by the Contractor in accordance with paragraphs (a) and (b) of this clause. In addition, the Contractor shall notify the Contracting Officer immediately whenever the cost

incurred to date plus the projected cost to complete the work on any WAD is expected to exceed or underrun the estimated cost by ten percent of the WAD. In this case, the Contractor shall submit a proposal for a change in the WAD in accordance with paragraphs (a) and (b) of this clause.

(g) Expenditure of Funds and Incurrence of Cost. The performance of work and the incurrence of cost in the execution of the SOW of this Contract shall be initiated only when authorized in accordance with the provisions of this subsection. The expenditure of monies by the Contractor in the performance of all authorized work shall be governed by the provisions of the Contract Clause entitled "Obligation of Funds."

(h) Order of Precedence. This clause is of lesser order of precedence than the Contract Clause entitled "Allowable Costs, Base Fee, and Performance Fee (Management and Operating Contracts)"; "Obligation of Funds"; and "Payments and Advances." The Contractor is not authorized to incur costs on any WAD which is not in compliance with the other terms and conditions of this Contract.

(i) In the event there is a conflict between the requirements of this subsection and Section J, Appendix E, "List of Applicable Directives," as amended, the Contractor shall obtain guidance from the Contracting Officer.

(j) Responsibility to achieve Environment, Safety, Health, and Security Compliance. Notwithstanding the other provisions of this subsection, the Contractor has, in the event of an emergency, authority to take corrective actions as may be necessary to sustain operations in a manner consistent with applicable environmental, safety, health, and security statutes, regulations, and procedures. In the event that the Contractor takes such an action, the Contractor shall notify the Contracting Officer within 24 hours after such action was initiated and, within 30 days after such action has been initiated, submit a proposal for adjustment in the estimated costs and schedule of performance of work established in accordance with paragraph (a) and (b) of this subsection.

H.59 WORK FOR OTHERS {Supplemental to DEAR 970.5204-93}

(a) Subject to the prior written approval of the Contracting Officer, and in compliance with [DOE Order 481.1](#), dated September 30, 1996, as amended, or its successors, the Contractor may perform activities for Non-Federal entities or other Federal Agencies, under the Contract, involving the use of equipment, facilities, or personnel. The Contractor's request for DOE approval shall set forth in detail the nature of the outside activities to be performed, the equipment, facilities or personnel required, and the financial and contractual arrangements proposed to pay for the cost of such work. The Contracting Officer shall consider such a request, being guided, among other factors, by the current or future needs of DOE's programs for the equipment, facilities, or personnel to be utilized in the performance of such outside activities. Primary considerations in approving such work are that the proposed work will not place the Contractor in direct competition with domestic non-Federal entities, will not adversely impact execution of the Contractor assigned programs, and will not create a potentially detrimental future burden on commitment of DOE resources. If the Contracting Officer approves such a request, the Contractor and DOE shall agree upon the terms and conditions which would apply to such work. This agreement may provide for receipt by the Government of all or part of such sum as represents the payment to be received by the Contractor for such outside activities; provided, however, that DOE may contribute the use of certain equipment, facilities, or personnel for the performance of such outside work if it determines that it desires to foster the activity in some measure. Except as otherwise approved by DOE, all clauses of this contract shall be deemed to be applicable to the performance of such work. This clause shall not be construed as amending or superseding the requirements of the Statement of Work.

(b) The Contractor shall promptly advise the Contracting Officer of any advance notices of, or solicitations for, a major system acquisition requirement received from other Federal agencies pursuant to [FAR 34.005](#) which would logically involve DOE facilities or resources operated or managed by the Contractor. The Contractor shall not respond to or otherwise propose to participate in response to the requirements of such solicitations unless the Contractor has obtained written approval of the Contracting Officer.

<u>WSRC CONTRACT TITLE PAGE</u>	PART II - CONTRACT CLAUSES
<u>SECTION B</u>	SECTION I
SUPPLIES OR SERVICES AND PRICES/COSTS	
<u>SECTION C</u>	<u>I.1. FAR 52.202-1 DEFINITIONS (OCT 1995) (As modified by DEAR 952.202-1 DEFINITIONS (MAR 1995))</u>
DESCRIPTION OF WORK AND SERVICES	<u>I.2. FAR 52.203-3 GRATUITIES (APR 1984)</u>
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	<u>I.10. FAR 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)</u>

**ADMINISTRATION
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SECTION H

**SPECIAL
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SECTION J

**LIST OF
ATTACHMENTS**

PEMP and PBIs

MODIFICATIONS

..... FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

I.11. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

I.12. FAR 52.211-5 MATERIAL REQUIREMENTS (OCT 1997)

I.13. FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

I.14. FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)

I.15. FAR 52.215-18 -- Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)

I.16. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

I.17. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

I.18. FAR 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

I.19. FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (OCT 1999)

I.20. FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I.21. FAR 52.222-3 CONVICT LABOR (AUG 1996)

I.22. FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 1995)

I.23. FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

I.24. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.25. FAR 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

I.26. FAR 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

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I.29. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

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I.40 FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATTER (APR 1984)

I.41 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)

I.42. FAR 52.229-10 NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (OCT 1988) (As modified by DEAR 970.2904-1)

I.43. FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

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I.80. DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (JUN 1995)

I.81. reserved

I.82. reserved

I.83. DEAR 970.5203-1 MANAGEMENT CONTROLS (MONTH AND YEAR TBE)

I.84. DEAR 970.5203-2 PERFORMANCE IMPROVEMENT AND COLLABORATION (Month And Year TBE)

I.85. DEAR 970.5203-3 CONTRACTOR'S ORGANIZATION (Month and Year TBE)

I.86. DEAR 970.5204-1 COUNTERINTELLIGENCE (MONTH AND YEAR TBE)(DEVIATION)

I.87. DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (MONTH AND YEAR TBE)

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I.89. DEAR 970.5204-27(b) CONSULTANT OR OTHER COMPARABLE EMPLOYMENT SERVICES (MAY 1989)

I.90A. DEAR 970.5204-33(a) PRIORITIES AND ALLOCATIONS (APR 1994)

I.90B. DEAR 970.5204-87 COST REDUCTION (APR 1999)

I.91. DEAR 970.5204-90 financial management system (may 2000) {4/21/00 final rule}

I.92. DEAR 970.5204-91 Integrated accounting (may 2000) {4/21/00 Final Rule}

I.93. DEAR 970.5204-92 Liability With respect to cost accounting standards (may 2000) {4/21/00 Final Rule}

I.94. DEAR 970.5204-93 Work for others funding authorization (may 2000) {4/21/00 Final Rule}

I.95. DEAR 970.5204-94 AUTHORIZATION AND CONSENT (XXX 2000)

I.96. DEAR 970.5204-95 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (XXX 2000)

I.97 DEAR 970.5204-96 PATENT INDEMNITY - SUBCONTRACTS (XXX 2000)

I.98. DEAR 970.5204-97 ROYALTY INFORMATION (XXX 2000)

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I.100. DEAR 970.5208-1 PRINTING (MONTH AND YEAR TBE)

I.101. DEAR 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (MONTH AND YEAR TBE) ALTERNATE IV (MONTH AND YEAR TBE) (MODIFIED)

I.102. DEAR 970.5215-2 MAKE OR BUY PLAN (MONTH AND YEAR TBE)

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I.104. DEAR 970.5222-1 Collective Bargaining Agreements--Management and Operating Contracts (Month and Year TBE)

I.105. DEAR 970.5222-2 Overtime Management (Month and Year TBE)

I.106. DEAR 970.5223-1 Integration of Environment, Safety, and Health Into Work Planning and Execution (Month and Year TBE)

I.107. DEAR 970.5223-2 Acquisition and Use of Environmentally Preferable Products and Services (Month and Year TBE)

I.108. dear 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (Month and Year TBE)

I.109. DEAR 970.5226-1 Diversity Plan (Month and Year TBE)(MODIFIED)

I.110. DEAR 970.5226-2 Workforce Restructuring under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Month and Year TBE)

I.111. DEAR 970.5226-3 Community Commitment (Month and Year TBE)

I.112. DEAR 970.5227-2 Rights in Data Technology Transfer (Month and Year TBE)

I.113. DEAR 970.5227-3 Technology Transfer Mission (Month and Year TBE)

I.114. DEAR 970.5228-1 Insurance--Litigation and Claims (Month and Year TBE)

I.115. DEAR 970.5229-1 State and Local Taxes (Month and Year TBE)

I.116. DEAR 970.5231-1 Allowable Costs and Fee (Management And Operating Contracts) (Month and Year TBE),
DEVIATION ALternate I, III, IV and V (Month and Year TBE) (MODIFIED)

I.117. DEAR 970.5231-2 Political Activity Cost Prohibition (Month and Year TBE) (modified)

I.118. DEAR 970.5231-3 Cost Prohibitions Related to Legal and Other Proceedings (Month and Year TBE)

I.119. DEAR 970.5231-4 Preexisting Conditions (Month and Year TBE) Alternate I (Month and Year TBE)

I.120. DEAR 970.5232-1 Reduction or Suspension of Advance, Partial, or Progress Payments (Month and Year TBE)

I.121. DEAR 970.5232-2 Payments And Advances (Month and Year TBE) Alternate II (Month and Year TBE)
(MODIFIED)

I.122. DEAR 970.5232-3 Accounts, Records, and Inspection (Month and Year TBE)

I.123. DEAR 970.5232-4 Obligation of Funds (Month and Year TBE)

I.124. DEAR 970.5235-1 Federally Funded Research and Development Center Sponsoring Agreement (Month and Year
TBE)

I.125. DEAR 970.5236-1 Government Facility Subcontract Approval. (Month and Year TBE)

I.126. DEAR 970.5237-1 Waiver of Limitations on Severance Payments to Foreign Nationals (Month and Year TBE)

I.127. DEAR 970.5237-2 Facilities management (Month and Year TBE)

I.128. DEAR 970.5243-1 Changes (Month and Year TBE).

I.129. DEAR 970.5244-1 Contractor Purchasing System (Month and Year TBE)

I.130. DEAR 970.5245-1 Property (Month and Year TBE)

Note 1: The references cited herein are from the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1), the U.S. Department of Energy Acquisition Regulation (DEAR) (48 CFR Chapter 9), and the U.S. Department of Energy Procurement Regulations (DOE-PR) (41 CFR Chapter 9).

Note 2: Consistent with DEAR 970.5202, DEAR clauses indicated as "(Modified)" means that a minor change(s) in wording of the clause has been made for the purpose of clarification only and not with the intent of altering the meaning, intent, substance, or the principles expressed in the clause.

CONTRACT CLAUSES

I.1. FAR 52.202-1 DEFINITIONS (OCT 1995) (As modified by DEAR 952.202-1 DEFINITIONS (MAR 1995))

- (a) The term "Head of Agency" means the Secretary, Deputy Secretary, or Under Secretary of the Department of Energy and the Chairman, Federal Energy Regulatory Commission.
- (b) "Commercial component" means any component that is a commercial item.
- (c) "Commercial item" means --

- (1) Any item, other than real property, that is of a type customarily used for

nongovernmental purposes and that-

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advanced in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for-

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services-

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(e) "Nondevelopmental item" means --

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

- a. The term "DOE" means the Department of Energy and "FERC" means the Federal Energy Regulatory Commission.

I.2. FAR 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this Contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than three nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this Contract uses money appropriated to the Department of Defense.)

- a. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I.3. FAR 52-203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

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

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

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

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

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

I.4. FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this Contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this Contract which exceed \$100,000.

I.5. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any Prime Contractor, Prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a Prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a Prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the Prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The [Anti-Kickback Act of 1986](#) (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a Prime Contractor to the United States or in the contract price charged by a subcontractor to a Prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld

under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

1. The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this Contract which exceed \$100,000.

I.6. FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the [Office of Federal Procurement Policy Act \(41 U.S.C. 423\)](#) (the Act), as amended by section 4304 of the [National Defense Authorization Act for Fiscal Year 1996](#) (Pub. L. 104-106), the Government may --

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which --

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either --

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the Contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.7. FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed -price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of sub-section 27(a), (b), or (c) of the [Office of Federal Procurement Policy Act](#), as amended (41 U.S.C. 423), as implemented in section [3.104 of the Federal Acquisition Regulation](#).

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be --

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts --

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may --

(i) Reduce the contract target price and contract target profit both by an

amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime Contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this Contract for default. The rights and remedies of the government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

I.8. FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in [FAR 2.101](#).

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in Section 4 of the [Indian Self-Determination and Education Assistance Act \(25 U.S.C. 450B\)](#) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, U.S.C., including a position under a temporary appointment.
- (2) A member of the uniformed services, as [defined in subsection 101\(3\), Title 37, U.S.C.](#)
- (3) A special Government employee, as [defined in Section 202, Title 18, U.S.C.](#)

(4) An individual who is a member of a Federal advisory committee, as defined by the [Federal Advisory Committee Act](#), Title 5, U.S.C., Appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) [Section 1352 of Title 31, U.S.C.](#), among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and Legislative Liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specially requested by an agency or Congress is permitted at anytime.

(C) The following agency and legislative liaison activities are permitted at anytime where they are not related to a specific solicitation for any covered Federal action:

1 Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

2 Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

1 Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

2 Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

3 Capability presentations by persons seeking awards from an agency pursuant to the provisions of the [Small Business Act](#), as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and Technical Services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

1 A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

2 Any reasonable payment to a person, other than an officer or employee of a person

requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of [Federal Acquisition Regulation 3.803\(a\)](#) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, [OMB Standard Form LLL, Disclosure of Lobbying Activities](#), if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

1 A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

2 A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

3 A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by [31 U.S.C. 1352](#). An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) Cost Allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.9. FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This Contract is subject to the written approval of the DOE Procurement Executive or designee and shall not be binding until so approved.

I.10. FAR 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with [Executive Order 12873](#), dated October 20, 1993, as amended by [Executive Order 12995](#), dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent post-consumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent post-consumer material standard is 50 percent recovered material content of certain industrial by-products.

I.11. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The

Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see [FAR 9.404](#) for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

1. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

I.12. FAR 52.211-5 MATERIAL REQUIREMENTS (OCT 1997)

(a) *Definitions.*

As used in this clause—

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract

requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials.

(b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, as defined in this clause.

(c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.

(d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.

(e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, shall not be used unless the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

I.13. FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or Contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) Representations and other instructions; (c) Contract Clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

I.14. FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)

- a. The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

- b. For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with [48 CFR 9904.413-50\(c\)\(12\)](#) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations([48 CFR Chapter 99](#)). For contracts and subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered contracts and subcontracts that are subject to [Federal Acquisition Regulation \(FAR\) Subpart 31.2](#) or for which cost or pricing data were submitted.

- a. For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to [FAR Subpart 31.2](#).

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of [FAR 15.408\(g\)](#).

I.15. FAR 52.215-18 -- Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by [FAR 31.205-6\(o\)\(6\)](#). The Contractor shall include the substance of this clause in all

subcontracts under this contract that meet the applicability requirements of [FAR 15.408\(j\)](#).

I.16. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

- a. It is the policy of the United States that small business concerns, [HUBZone small business](#) concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

- b. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

- c. Definitions. As used in this contract
 1. "[Small business concern](#)" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

 2. "HUBZone small business concern" means a small business concern that appears on the [List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration](#).

 - (3) "[Small business concern owned and controlled by socially and economically disadvantaged individuals](#)" and "[small disadvantaged business concern](#)" means a small business concern that represents, as part of its offer that -

(i) It has received certification as a small disadvantaged business concern consistent with [13 CFR 124, Subpart B](#);

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at [13 CFR 124.104](#) (c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the [Small Business Administration \(PRO-Net\)](#).

(4) "[Small business concern owned and controlled by women](#)" means a small business concern --

i. Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a [HUBZone](#) small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

I.17. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

(a) This clause does not apply to small business concerns.

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

"Commercial item" means a product or service that satisfies the definition of commercial item in section [2.101 of the Federal Acquisition Regulation](#).

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses [subcontracting with small business](#), [HUBZone small business](#), small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, [small disadvantaged business](#), and [women-owned small business concerns](#), with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a Contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, [HUBZone small business](#), [small disadvantaged business](#), and [women-owned small business](#) concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns;

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns;

(v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) [Small business concerns](#);

(ii) [HUBZone small business concerns](#);

(iii) [Small disadvantaged business concerns](#); and

(iv) [Women-owned small business concerns](#).

(4) A description of the method used to develop the subcontracting goals in paragraph

(d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the [Procurement Marketing and Access Network \(PRO-Net\)](#) of the [Small Business Administration \(SBA\)](#), the [National Minority Purchasing Council](#) Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) [Small business concerns](#);
- (ii) [HUBZone small business concerns](#);
- (iii) [Small disadvantaged business concerns](#); and
- (iv) [Women-owned small business concerns](#).

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business

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

SECTION J

LIST OF ATTACHMENTS

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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Document

[Appendix A – Personnel Appendix](#)

[Appendix B – Special Financial Institution Account Agreement for Use With the Payments Cleared Financing Agreement](#)

[Appendix C – Small Business Subcontracting Plan](#)

[Appendix D – Key Personnel](#)

[Appendix E – DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES, List B LIST OF APPLICABLE DIRECTIVES](#)

[Appendix F - Sensitive Foreign Nations Control](#)

[Appendix G – Performance Guarantee Agreement](#)

[Appendix H – Guidance for Preparation of Diversity Plan](#)

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APPENDIX A

PERSONNEL APPENDIX

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This advance understanding sets forth policies and associated expenses related to Contractor employee practices, relocation expenses, and other costs which have been agreed to by the parties as being reasonable and reimbursable when incurred in the performance of the contract work. Only those items of costs that are set forth herein or specifically referenced in this advance understanding are allowable by reason of advance understanding under this Contract. The failure to include any cost herein shall raise no presumption or inference as to the allowability or non-allowability of such cost.

[DOE Order 350.1, "Human Resources Management Program,"](#) shall serve as the governing document for this advance understanding.

The contract terms prior to this modification required the Contractor to obtain DOE approval of certain changes/transactions affecting its Contractor's [Procedures Manual 5B](#) (paragraph A below) and its Other Benefit Plans (paragraph G below). Costs associated with any change not approved by DOE as required by the previous contract terms are not covered by this Advance Agreement and there shall be no presumption or inference as to the allowability or non-allowability of any cost associated with any such unapproved change.

A. Contractor Employee Practices

The Contractor shall implement local policies to ensure cost effective administration of its personnel programs in accordance with the terms of this contract. After the effective date of this modification any major program design change to the [Contractor's Procedures Manual 5B](#), dated 05/06/96, as modified, requires Contracting Officer's approval prior to implementation. In case of conflict between the provisions of this Appendix and the Personnel Manual 5B, this Appendix shall take precedence.

B. Contractor Employee Compensation

The Contractor shall implement its employee compensation program in accordance with its policies and practices as approved by the Contracting Officer. The following specifics shall apply:

1. Compensation Program

The Contractor shall submit its Compensation Program to the Contracting Officer for initial approval and periodic review:

a. Initial design of its Compensation Program must be supported by relevant data comparing the Contractor's Compensation Program with other DOE approved industry benchmark programs. The Contractor Program shall include the following components:

- (1) Philosophy and strategy for all pay delivery programs;
- (2) System for establishing a job worth hierarchy;

- (3) Method for relating internal job worth hierarchy to external market;
- (4) System which links individual and/or group performance to compensation decisions;
- (5) Method for planning and monitoring the expenditure of funds;
- (6) Method for assuring compliance with applicable laws and regulations;
- (7) System for communicating the programs to employees; and
- (8) System for internal controls and self-assessment.

b. Any proposed major Compensation Program design changes must be submitted to DOE for approval prior to implementation.

2. Compensation Increase Plan

The Contractor shall submit to DOE for approval prior to implementation an annual Compensation Increase Plan (CIP) with proposed Salary Ranges.

a. The CIP should include the following components and data:

- (1) Comparison of average pay to market average pay;
- (2) Information regarding surveys used for comparison;
- (3) Aging factors used for escalating survey data and supporting information;
- (4) Projection of escalation in the market and supporting information;
- (5) Information to support special adjustments;
- (6) Analysis to support special adjustments; and
- (7) A discussion of the impact and budget and business constraints on the CIP amount; and

- (8) Comparison of pay to relevant factors other than market average pay
- (9) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement;
 - (a) The proposed plan totals shall be expressed as a percentage of payroll for the end of the previous plan year;
 - (b) All pay actions granted under the CIP are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before the year end;
 - (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer;
 - (d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors which significantly affect the plan amount;
- (10) The Contractor shall submit an annual Compensation Increase Plan Expenditure Report, DOE F 3220.8, to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.

3. Individual Compensation Actions

Contracting Officer approval is required prior to reimbursement for initial and proposed changes to base salary for the top official, the deputy top official and only those direct reports to the top official as designated by the Contracting Officer (i.e., [the key personnel identified in Appendix D](#)). The Contractor shall provide supporting justification related to internal and external equity as well as individual performance. For each initial compensation or change, the Contractor shall submit the Compensation Approval form, DOE F 3220.5 sufficiently in advance of the proposed effective date of the action. No DOE funds shall be used for an action prior to Contracting Officer approval.

Also, the Contractor shall provide to DOE the semi-annual total earnings report which includes;

(a) subtotal dollar amounts of base salary and other pay separately for exempt and nonexempt employees, indicating number of exempt employees and number of nonexempt employees, and

(b) individual compensation by employee name, position and amount (base salary and other pay separately) for each direct report to the top official and individual compensation at \$100,000 and above.

4. Incentive Compensation - The parties agree that no incentive compensation shall be charged to the contract pending agreement on an incentive compensation program which satisfies the requirements of [DOE Order 350.1](#).

5. Exempt Overtime Eligibility - The following provisions apply to exempt overtime eligibility:

a. All employees in grade 36 and above will be excluded from any overtime benefits.

b. Casual overtime worked by exempt employees will not be compensable.

c. Eligible employees:

(1). All employees working in the capacity of first line supervisor.

(2) All employees performing shift work

(3) All employees approved for extended work schedules.

(4) Rate of overtime pay:

(i). Time and one-half may be paid to employees identified in paragraph 1 and 2 above.

(ii) Straight time may be paid to employees identified in paragraph 3 above.

C. Outbound Relocation Expenses

1. Relocation Expenses- Relocation expenses will be allowable subject to the provisions, limitations and exclusions of [FAR 31.205-35](#).

2. Outbound relocation expenses of key personnel, as listed in the Contract, (and their replacements, if any) and families will be allowed under the following circumstances.
 - a. Termination or expiration of the contract and a job of like status and pay is not offered with the successor contractor.
 - b. Termination of the employee through no fault of the employee (e. g., reduction in force, completion of the work for which the employee was hired, agreement between Contractor and DOE that replacement would be appropriate) and the employee cannot be employed at the SRS or by the parent Company in a job of like status and pay.
3. In the event of the death of an employee who was eligible for outbound relocation expenses under Section C2. above, the employee's beneficiary will be allowed:
 - a. The transportation expenses of returning the employee's remains by air to the employee's former address or a location of equal distance.
 - b. Hearse service to and from the airport, not to exceed one hundred dollars (\$100.00).
 - c. Outbound travel and moving expenses for the employee's family.
4. In the event an employee, other than a key personnel covered in C2 above, is involuntarily terminated through no fault of his or her own (e.g., down sizing, reduction in force, etc.) from the employment of the Contractor within one (1) year of the date of relocation, the cost of return movement of the employee, the employee's family, and household goods and effects to the point of hire or equivalent distance may be allowed for such employee as falling within the scope of this policy. The employee must sign a statement that the return moving costs are not being reimbursed by another employer.

Return moving expenses will be paid in the amount actually incurred to the original location or to another location of equal or less distance, In the event an employee moves to a point of greater distance, an allowance may be made, but will not exceed the cost of returning the employee and family to their original location. Such return travel must be completed within six (6) months following completion of the employment unless an extension is explicitly granted by the Human Resources Manager.

D. Service Credit

1. Previous Du Pont employees who were reemployed by the Contractor or Bechtel Savannah River, Inc. with no break in service and who received severance pay at contract termination of the Du Pont contract, will receive full service credit for all

benefits except severance pay.

2. Previous Du Pont employees who retired and were rehired by the Contractor or Bechtel Savannah River, Inc. will not receive service credit for service prior to their retirement date with Du Pont.
3. Previous WSRI and BSRI employees who retired and are rehired under this contract will not receive service credit for prior WSRC or BSRI prior service unless his/her pension payments are suspended during the time of re-employment.
4. Employees of the Contractor or Bechtel Savannah River, Inc. who are reemployed under this contract with no break in service will receive full continuous service credit for all benefits earned and service accrued.
5. Employees transferring to any member of the performing entity from WGI, BNI BWXT or BNFL, or their subsidiaries and/or affiliates will receive service credit based upon the service credit granted with their prior employer.
6. Prior service credits will be automatically restored to a former employee of any of the affiliates of those parties referenced in paragraph a. of the Section H clause entitled, Recognition of Performing Entity who has lost prior service credits and is reemployed unless the employee is covered under paragraphs 2 or 3 above.

E. Severance Pay

1. All non-temporary employees of WSRC, BSRI, BWXTSRC and BNFLSRC employees (except construction craft rate employees) whose services are no longer required under this contract due to reduction in workforce, shall receive severance pay based upon total service credit earned with the corporation, up to a maximum of 26 weeks.
2. Separation pay benefits are not payable when an employee is employed by or receives an offer of employment with a Government contractor performing the same or substantially the same statement of work contained in this contract, in whole or part, where continuation of employment with credit for prior length of service is preserved under substantially equal conditions of employment.
3. No employee (1) who accepts transfer to another facility, subsidiary or affiliate of the Contractor, (2) who is offered employment at comparable pay and benefits by any contractor or subcontractor performing the same or substantially the same statement of work contained in this contract, in whole or part, (3) who resigns, (4) who is discharged for cause, or (5) who retires normally or under the early retirement provisions of a pension or retirement plan of the Contractor shall be eligible for severance pay under this contract.
4. Costs of severance pay paid by the Contractor to foreign nationals employed by the Contractor under a service contract performed outside the United States, to the extent that the amount of severance pay paid in any case exceeds the amount paid in

the industry involved under the customary or prevailing practice for firms in that industry providing similar services in the United States, as determined under the Federal Acquisition Regulation are unallowable cost.

5. A former SRS employee or former Contractor employee who has received severance pay funded by the federal government and is subsequently rehired will, for purposes of this section, be considered a new employee with severance pay credit computed only from the most recent date of hire. However, should the interval between the date the employee was separated due to reduction-in-force and the date of rehire be less than the number of weeks for which the employee received severance pay, the employee shall be required to refund to the Contractor the amount that the severance pay exceeded the amount the employee would have received had he/she remained on the payroll for the period of his/her separation from employment. The time equivalent to the amount of severance pay refunded will be credited to the employee's future severance pay allowance.

6. For former Du Pont employees who received severance payment in connection with Du Pont's termination of contract activities on March 31, 1989, future severance pay benefits shall be limited to those earned after September 30, 1985.

7. An employee terminated for lack of work while on personal leave of absence with pay or while on leave of absence from 4 to 6 months active military service is eligible for severance pay.

F. Pension and Defined Contribution Plan

1. Reporting Requirements and Plan Design

The Contractor shall submit to DOE copies of the annual actuarial valuation, accounting report, and IRS Form 5500 tax package concerning the plan and IRS forms in the 5300 series. All accounting for DOE funds shall be at market value on an accrual basis. All modifications to the site defined benefit plans or the site defined contribution plans that materially increase costs to DOE require Contracting Officer approval. The Contractor shall contribute no more than a combined total of 3 percent of employee's earning to the Saving and Investment Plan.

2. Funding

- a. The normal costs, actuarial liabilities, and the required Contractor contributions will be computed on the basis of any individual actuarial cost method which is acceptable to the IRS and paid by DOE.
- b. All contributions to the retirement fund shall equal the total amount currently attributable to participants in the plan. These contributions will be based on the actuarial valuation for the most recent plan year. The Contractor shall submit to the Contracting Officer the annual benefit and administrative costs of such plan.

c. The Contractor shall credit to DOE all funds not allocable to vested contract service of participants in a defined contribution plan. Thus, the Contractor shall refund nonvested DOE contributions for those employees who withdraw from the plan and all DOE contributions paid toward periods beginning on and after the contract termination date. For periods beginning before contract termination, the Contractor may use such refunds to reduce future DOE contributions.

d. WSRC will credit service at affiliates of the Contractor or those parties referenced in paragraph a. of the clause in [Section H entitled, Recognition of Performing Entity](#), as service at WSRC, except that for purposes of the WSRC Pension Plan, such service for the Partners or their subsidiaries shall be considered WSRC service only for the purpose of establishing eligibility for pension plan benefits and vesting as specified in the WSRC Pension Plan. Pension amounts calculated under the WSRC Pension Plan shall be based on salary levels in effect at the time of retirement, regardless of whether the employee is then employed at WSRC, or affiliates of the Contractor or those parties referenced in paragraph a. of the clause in [Section H entitled, Recognition of Performing Entity](#), but shall be based only on services accrued while employed at SRS. Specific procedures to reflect adjustments between pension benefits accruing from salary and service time under the Contract and salary and service time from affiliates of Contractor or those parties referenced in paragraph a. of the clause in Section H entitled, [Recognition of Performing Entity](#) shall be as mutually agreed by the parties.

There shall be no transfers of money with respect to any benefit plans when employees from the affiliates of the Contractor or those parties referenced in paragraph a. of the clause in [Section H entitled, Recognition of Performing Entity](#) or when employees of the Contractor or those parties referenced in paragraph a. of the clause in Section H entitled, [Recognition of Performing Entity](#) transfer to one of the affiliates of the Contractor or those parties referenced in paragraph a. of the clause in Section H entitled, [Recognition of Performing Entity](#).

3. Contract Transition: Defined-Benefit Plans

a. *Assumption of Contract*. The Contractor hereby states its willingness to assume all assets and all liabilities of defined benefit plans currently in place for contract employees. However, in no event shall the Contractor provide vesting or benefit credit for service upon which a benefit in pay status is based.

b. *Terminating or Expiration of Contract*. Depending upon the situation, the following procedure shall separately apply to each defined-benefit plan:

(1) *No Replacement Contractor*. In the event the contract expires or is terminated without a

replacement Contractor, all employee-accrued benefits are to become 100 percent vested immediately irrespective of the plan's vesting schedule. All employees would receive assets equal to the value of their vested portion consistent with [Section 4044 of Employee Retirement Income Security Act \(ERISA\)](#) of 1974. DOE will fully fund the plan for these costs.

(2) *Replacement Contractor Situation.* When there is a replacement Contractor, the Contractor shall assist in the necessary arrangements for the replacement Contractor to take over the Contractor pension plan and/or plan assets and liabilities for switched-over employees. For employees transferred to the replacement Contractor, the Contractor shall assist the DOE in preserving their pension service time under the contract by carrying forward their Contractor service time to the replacement Contractor. Granting of prior Contractor service credit by the replacement Contractor shall not result in duplicate benefits for the same service time.

c. *Methodology for Calculations at Contract Assumption, - Termination or Expiration.* The following procedures shall be followed upon termination of the contract:

(1) *Assets.* Assets shall include all accumulations of DOE reimbursed contributions and all DOE contract employees accumulations as determined in the actuarial valuation report through the date of contract plan assumption or termination. The value of such assets shall be their market value on an accrual basis.

(2) *Liabilities for Present and Future Benefits.* The Contractor actuary shall determine liabilities for employee accrued plan benefits as of the contract termination date. Except for active participants retained by the Contractor and those switched over to replacement Contractor, liabilities may be determined by purchase, through competitive bidding, of nonparticipating annuities.

(a) *Nonactive Participants.* For those who retired, terminated, vested, or became beneficiaries before contract termination, present value of accrued benefits shall be calculated by using the then PBGC rates of interest and mortality for immediate annuities or deferred annuities, as appropriate, issued to participants of terminating defined-benefit plans.

(b) *Active participants Retained by the Contractor.* For active employees who are retained by the Contractor, present value of the projected benefits shall be calculated using unit credit funding methods, service and salary history as of termination date, and the then PBGC rates for interest, mortality, and retirement. If such employee subsequently terminates within two years after contract termination, the value of the unvested portion

shall revert to DOE. The salary increase assumption shall be reasonable and subject to DOE approval.

(c) *Active Participants Transferred to Replacement Contractor.* No determination of accrued liabilities by the Contractor is required.

(d) *Active Participants Terminated at Contract Termination or Expiration.* For active employees who are not retained by the Contractor and who are not switched over to the replacement Contractor, present value of vested accrued benefits shall be calculated using unit credit funding method and the PBGC interest and mortality rates for immediate annuities payable to participants of terminating defined-benefit plans.

d. *Financial Settlements*

(1) *Reconciliation of Funding Obligations.* Full and final settlement shall be made, with the only exception being the return to DOE of subsequent nonvested DOE funds at employees termination as described in paragraph c.(2)(b) above. Assets from subparagraphs c.(1) above shall be compared with liabilities as calculated in subparagraphs c.(2)(a), c.(2)(b), and c.(2)(d).

(a) If said assets are less than said liabilities, payments will be deposited into the pension plan of the terminated or expired Contractor. However, DOE retains the right, upon fund termination or transfer, to settle fund deficits in accordance with applicable contract provisions, subject to the availability of funds. Should no contract funds be available, DOE will provide sufficient other funds to accomplish this purpose.

(b) If said assets exceed said liabilities, then the Contractor shall pay such difference into the replacement Contractor pension plan for ongoing employees. However, if there is no replacement Contractor, then the Contractor shall refund such difference to DOE. All payments shall include interest on the unpaid balance at the Treasury Rate. All payments shall occur within 12 months of the effective date of contract and shall be made out of the pension plan and not out of the private funds of the contractor.

The Treasury rate is based on Treasury Regulations, Section 12 of the Contracts Disputes Act of 1978, [as contained in Volume 41 of USC Section 611](#) as published in the Federal Register.

(2) *Contractor Retention of Assets and Liabilities.* The Contractor shall retain liabilities and assets equal to liabilities specified in subparagraphs c.(2)(a), c.(2)(b), and c.(2)(d).

(3) *Transfer of Assets and Liabilities Upon Establishment of a Replacement Pension Plan.* Total covered DOE contract service liability associated with subparagraphs c.(2)(c), transfers with assets of paragraph d.(1)(b) above, if any.

4. Termination or Expiration of DOE Contract; Defined-Contribution Plans

All funds not allocable to vested contract service of participants in a defined-contribution plan shall be creditable to DOE. Thus, the Contractor shall credit to DOE those nonvested DOE contributions for employees who withdraw from the plan and all DOE contributions paid toward periods beginning on or after the contract termination date. For periods beginning before the contract termination date, the Contractor may use such credits to reduce future contributions. In such cases, the Contractor shall submit to DOE an accounting of such reductions. Moreover, the Contractor shall submit to DOE all legally required annual filings and shall provide DOE an annual accounting of number of participants, aggregate forfeitures.

5. Termination or Merger of a Defined Benefit Plan

- a. Any termination or merger of a defined benefit plan which directly or indirectly affects plan participants at the facility shall require DOE approval.
- b. Asset and liability levels upon termination or merger shall be those values determined without consideration of excess transfers between the facility and any other division within the corporation during the 24 months before the effective date of termination or merger. For purposes of this paragraph, excess transfers shall mean those transfers occurring after total assets transferred to or from the facility total more than three percent of the plan's actuarial accrued liability as that liability stood 24 months before the effective date of termination or merger.
- c. Whenever possible, if plan termination or merger accompanies contract termination, the Contractor and DOE shall arrange for the transfer of DOE assets and DOE contract liabilities to a deferred compensation plan of a successor Contractor or to a separate contract administered by a financial institution. Such transfer shall require DOE approval.
- d. If plan terminates fully or partially, DOE's liability shall be the liability for a terminating defined benefit plan according to PBGC assumptions and procedures. The Contractor shall reimburse the DOE the excess, plus simple interest at the Treasury Rate on that excess, of plan assets over that liability. Likewise, the DOE shall reimburse the Contractor the excess of the liability over plan assets plus simple interest at the Treasury rate on that excess. Such reimbursements shall occur within 12 months of the effective date of plan termination.

e. In no event shall the merger of the pension plan with another corporate plan diminish DOE plan assets or change valuation and accounting procedures for those assets.

6. Supplement Retirement Income Plan

In certain situations, a supplemental plan may be appropriate. The Contractor will propose to the Contracting Officer provisions for establishing a supplemental retirement income plan.

G. Other Benefit Plans

1. After the effective date of this modification, pension and other employee benefits will be consistent with those in existence at WSRC on 30 September 1996, as modified, as evidenced by: (i) [WSRC 5B Manual](#), (ii) [WSRC Compensation Handbook](#); (iii) [WSRC 1B Manual](#); and (iv) WSRC Benefit Plan Documents.;
2. Customary and reasonable increases in cost due to carrier's charges for administration, claims, taxes, and risk charges will be negotiated and approved by WSRC.
3. Benefit plan design changes that reduce costs will be approved and implemented by WSRC.
4. All major design changes, defined by [ERISA](#) as material modifications to the summary plan description and/or plan document, to the benefit plans that will materially increase DOE costs will be submitted to DOE for approval prior to implementation.

H. International Relocation Expenses

It is recognized by the parties that from time to time it may be in the interests of DOE and the Contractor or its Primary Sub-contractors to relocate personnel from international locations to SRS. When employees are relocated from international locations outside North America, costs will be allowable with the express written approval of the Contracting Officer.

I. Pay In Lieu of Notice

When an employee is terminated by the Company for any reason except "discharged for cause," he may receive pay in lieu of notice up to thirty (30) days with the approval of the Human Resources Manager.

J. Time Off Due to Public Emergency

Employees may be granted time off with pay during a public emergency which effectively prevents their attendance at work or the continuance of work in a normal and orderly manner. A public emergency includes either a natural disaster (such as fire, flood, earthquake), a man-made disaster (such as a demonstration, riot, or act of sabotage), or inclement weather. Authorization for time off with pay for such emergencies will be made by the Contractor's General Manager with notice to DOE. If such time off with pay will exceed the number of hours of the employee's regular shift(s), DOE approval is required.

K. Employee Programs

1. Morale and Motivation and Employee Programs

The Contractor may initiate employee organization(s) designed to improve company loyalty, team work, or physical fitness. DOE reimbursement of the cost of these programs (**Morale and Motivation Program**) and the **employee programs identified below** will be limited to an amount not to exceed **sixty-five dollars (\$65.00)** per employee per year. The amount reimbursed each year will be computed by multiplying the total number of employees on the payroll at the end of each month by one-twelfth (1/12) of the possible annual allocation and obtaining the aggregate amount for the twelve (12) months of the fiscal year. During each fiscal year, the Contractor may contribute up to \$5.00 per employee to the SRS Operations Recreation Association (ORA) from the annual amount computed to be reimbursed by DOE. However, the allocation of monies for these programs will be at the discretion of the Contractor. WSRC will submit to the Contracting Officer or designated representative quarterly expenditure reports which include the details of each month's computation and the identification of payments made to the recreation association (ORA) from funds obligated to WSRC and DOE. WSRC shall obtain agreement from the ORA reserving the right to audit association expenditures and requiring the submission of an annual accounting of association activities.

The **Morale and Motivation Program** plus the following employee programs are approved, subject to the cost limitation set forth above:

Traveling Science Demonstration Program

Science Education for Public Understanding

CSRA College Night

DOE SR Regional Science Bowl

Excellence-In-Teaching Mini Grants

WSRC President's Imperative Recognition

George Westinghouse Signature Award

Annual SRS Boy Scout Camporee

WSRC Team Retirement Award

WSRC Team Service Awards

Toys for Tots

Craft Apprentice Program

Community Service Awards

Authors/Inventors Awards Program

Inventors/Authors Recognition Awards

Ceremony

Ethics Conference

Ethics Award

Engineering Week/Technology Day

Office Professional Quality Council

WSRC Diversity Board of Directors

Non-FEMA Immediate Support

Working Smart

Safety Art Program

Safety Conference Program

WSRC Safety Observers

Safety Incentive Program

Voluntary Protection Program

WSRC President's Safety Award

Office Professional Safety Conference Booth

Heartwalk

Excluded from the funds approved for the above programs are the Site Blood Drive, the Site Food Drive, the United Way Campaign, the Research Intern Program and the School to Work programs which are to be separately approved annually by the Contracting Officer. In addition, the above cost authorization does not include the costs for business meals addressed in [MRP 3.15](#) or travel voucher payments for business meals, support for the Citizens Advisory Board, Foreign Visitors or special conference. Support for the Citizens Advisory Board, Foreign Visitors and special conferences are to be separately approved by the Contracting Officer. Costs for business meals covered by [MRP 3.15](#) and travel voucher payments for business meals are to be processed in accordance with the contractor's standard procedures.

The approval of subject programs as submitted presumes all costs requested and subsequently expended, including food, meet the criteria for allowability.

2. Safety Clothing And Equipment (Excludes Construction Craft Employees)

A total of up to \$75 per year for the purchase of safety shoes is allowable for each employee if the employee is required to wear them in the performance of his/her job. The allowance for safety shoes may be increased only with the approval of the Contracting Officer. Similarly, safety glasses will be provided to those employees who are required to wear them to satisfy job safety requirements. Costs of eye examinations are unallowable, unless previously approved by the Contracting Officer.

3. Other Employee Programs

The annual budgets for other employee programs including educational outreach, training, employee assistance, safety programs and awards, subscriptions, memberships and licenses and employee and community relations programs shall be submitted with the Annual Operating Plan for DOE approval.

Employee Suggestion Program

The Contractor may implement an employee cost savings suggestion program that encourages the submission of cost saving ideas. Costs for conducting the program and making payments to employees under the program shall not exceed \$500,000 per fiscal year. (Note: Program administration costs, i.e., employee salary, benefits, pension costs, etc. are not included in the \$500,000.) Prior to charging the Government for any program costs, the contractor shall submit its program description to the Contracting Officer for approval. The description shall identify types of suggestions which are eligible for payment (e.g., "soft" or cost avoidance type suggestions or "hard dollar" suggestions, etc.), the payments or range of payments to be made under the program to employees, budget for program promotion and implementation and costs of program administration. The Contractor shall provide a semi-annual report on the program identifying number of suggestions made, number accepted and implemented, costs expended under the program and dollar savings.

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APPENDIX B

SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING AGREEMENT

The Special Financial Institution Account Agreement contained in Westinghouse Savannah River Company (WSRC) Purchase Order AC15053T, and any/all changes thereto, between WSRC and Bank of America, is hereby incorporated by reference.

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APPENDIX C –SMALL BUSINESS SUBCONTRACTING PLAN

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APPENDIX D – KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed. ([As of Modification A085](#))

<u>Name</u>	<u>Title</u>
Robert A. Pedde	President
David B. Amerine	Executive Vice President (VP)
Paul Grefenstette	VP and Chief Financial Officer
James Lander	VP and Director, Human Resources
Victor Franklin	General Counsel

Charles Spencer	VP and General Manager (GM) Defense Programs
Steve Piccolo	VP and GM High Level Waste
Bill Johnson	VP and GM Nuclear Materials Management
Michael Sabbe	VP and GM Environmental Restoration
Sam Kelly	VP and GM Solid Waste
Edwin Davis	VP and GM Facilities Decom.
Susan Wood	VP and Director SRTC
Howard Walls	VP and Director Business Development and Public Affairs
Fran Williams	VP and GM ESH&QA
John Oakland	VP and GM Projects Engineering and Construction
Harold Conner	VP and GM Facility Support Services
Laurie Hollick	VP and GM Administration & Infrastructure
Sam Formby	Director, Safeguards and Security and Emergency Services

APPENDIX E

**DEAR 970.5204-2 LAWS, REGULATIONS,
AND DOE DIRECTIVES, LIST B LIST OF APPLICABLE
DIRECTIVES**

Pursuant to the LAWS, REGULATIONS, AND DOE DIRECTIVES clause, the contractor shall adhere to the ES&H requirements compliance process delineated in the Site Standards/Requirements Identification Document (S/RID). For requirements other than ES&H, the contractor shall, in accordance with the existing SR Directives Management System, adhere to the existing DOE directive requirements that are the basis for established procedures and programs until authorized approvals are obtained to deviate from established requirements. Revised or new requirements shall be forwarded to the contractor by the Contracting Officer or designee via Contract Administrator Notice (CAN) as provided for in DII 251.1.1A Directives and Compliance System (or superseding versions). DII 251.1.1A and the S/RID, and superseding versions thereof, are hereby incorporated by reference.

APPENDIX F-SENSITIVE FOREIGN NATIONS CONTROL

In accordance with the contract clause in Section I entitled "Sensitive Foreign Nations Controls," this Attachment sets forth the requirements the contractor must comply with during the performance of work under this contract.

1. Definition of Sensitive Country

Sensitive Country (Reference DOE Policy and Notice No. 142.1, or superceding directives)

For purposes of this contract, a "sensitive country" shall be one of the countries listed below:

Algeria

Armenia

Azerbaijan

Belarus

China (People's Republic of China)

Cuba

Georgia

India

Iran

Iraq

Israel

Kazakhstan

North Korea (Democratic People's Republic of)

Kyrgyzstan

Libya

Moldavia

Pakistan

Russia

Sudan

Syria

Taiwan (Republic of China)

Tajikistan

Turkmenistan

Ukraine

Uzbekistan

2. Definitions

a. Foreign National A foreign national is any person who is not a U.S. national or is a stateless person.

(1) Immigrant Alien A foreign national authorized by the Immigration and Naturalization Service to reside and work in the U.S. for an indefinite period and who is eligible to become, in time, a U.S. citizen. Most immigrant aliens may also be referred to as Permanent Resident Aliens (PRA's).

(2) Stateless Person One who currently is without nationality (a) by the action of a state in withdrawing the protection of nationality, (b) by his or her own action in effectively renouncing the nationality previously held, or (c) because he or she has never held nationality due to the circumstances of birth.

b. Exchange Visitor Program A program sponsored by the United States Information Agency. The program provides for joint projects, research assignments, or specialized training at Department of Energy (DOE) facilities by foreign nationals selected by officials of their country, or by DOE to promote the general interest of international exchange.

c. Foreign National Visits Foreign nationals sponsored for visits or assignments may include, among others:

(1) Officials or other persons employed by foreign governments or other foreign institutions, who may or may not be involved in cooperation under international agreements;

(2) Foreign students at U.S. institutions;

(3) Employees of DOE or other U.S. Government agencies or their contractors, of universities, of companies (professional or service staff), or of other institutional; and

(4) Prospective employees of DOE or DOE contractors.

d. High Level or Protocol Visits This connotes the visit of a foreign national who is afforded special consideration for policy reasons.

e. Indices Check A procedure whereby a request is made to appropriate U.S. Government agencies to determine if information exists on a particular foreign national.

f. Security Facility A specific physically bounded area, individually certified by the cognizant security officer in accordance with DOE Order 5632.1C Protection and Control of Safeguards and Security, or superceding directives, which has been approved by DOE for generating, receiving, using, processing, storing, reproducing, transmitting, destroying, or handling special nuclear material or classified matter. A security facility temporarily sanitized to protect a security interest during a visit or assignment continues to be a security facility for the purpose of DOE Policy and Notice No. 142.1, or superceding directives.

g. Sensitive Facility A designated DOE facility listed in DOE Policy and Notice No. 142.1, or superceding directives, or superceding directives, which contains one or more security facilities and/or nonproliferation information, technology or other sensitive subjects.

h. Sensitive Subjects Unclassified subject/topic identified by DOE which involves information, activities, and/or technologies that are relevant to national security. Disclosure of sensitive subjects has the potential for enhancing nuclear weapons capability, leading to nuclear proliferation, divulging militarily critical technologies, or revealing other advanced technologies. Therefore, they require special management oversight, especially prior to release to foreign nationals. Some sensitive subjects are already controlled as Unclassified Controlled Nuclear Information or as Export Controlled Information under U.S. laws and regulations.

i. Security Plan A plan developed and implemented to protect DOE and DOE contractor personnel and facilities, and to prevent the compromise of a DOE security interest or sensitive subject to a foreign visitor or assignee; this is a critical element of the visits and assignments system.

j. Sensitive Country A country to which particular consideration is given for policy reasons during the DOE internal review and approval process of visits and assignments by foreign nationals. Countries may appear on this list for reasons of national security, nuclear nonproliferation, regional instability, or terrorism support. The DOE list does not necessarily reflect the policies or views of any other agency of the U.S. Government. For purposes of DOE Policy and Notice No. 142.1, or superceding directives, a foreign national is considered to be from a sensitive country, if any of the following is true:

(1) Citizen of a sensitive country;

(2) Place of employment in a sensitive country;

(3) Place of birth in a sensitive country unless the person is now a U.S. citizen (or in accordance with other DOE guidance);

(4) A stateless person.

k. Host A DOE or DOE contractor or employee who is sponsoring a visitor or assignee under DOE Policy and Notice No. 142.1, or superceding directives. A visitor or assignee is not permitted to be a host.

l. Visit Presence of an invited foreign national at a DOE facility or at a meeting or other interaction in the U.S. sponsored by a DOE facility for seven calendar days or less, or if in accordance with an international agreement of 21 calendar days or less. Visits are normally for the purpose of technical discussions, orientation tours, observation of projects or equipment, contract service work, or discussion of collaboration on topics of mutual interest without participation in the work of the facility, or for courtesy purposes.

m. Assignment Presence of an invited foreign national at a DOE facility, or at a meeting or other interaction in the U.S. sponsored by a DOE facility, for more than seven calendar days in the absence of an international agreement, or for the number of days specified in an international agreement. Assignments are limited to two years duration (one year for sensitive cases), subject to extension in accordance with DOE Policy and Notice No. 142.1, or superceding directives. Assignments are normally for the purpose of participating in the work of the facility, gaining experience, or contributing to projects. Assignees may include employees, guests, or consultants.

3. Prior Approvals Relating to Foreign Nationals

a. Foreign visits and assignments pertaining to DOE programs must be in accordance with DOE Policy and Notice No. 142.1, or superceding directives and other DOE policies furnished in writing to the contractor.

b. Prior DOE approval shall be obtained for travel to the Sensitive Countries by a contractor employee, while employee's salary is directly charged to contract funds, or by any person whose travel is to be reimbursed from the contract fund.

4. Reports Relating to Foreign Visits and Assignments

a. Host Report Requirements To enable the approving official to evaluate the effectiveness of visits and assignments, and to assist in determining the desirability of future such visits and assignments, host reports are required for those visits and assignments for which approval authority has not been designated. The host report will be submitted to DOE in accordance with DOE Policy and

Notice No. 142.1, or superceding directives.

b. On a request of the Contracting Officer, the Contractor shall furnish a semiannual report to DOE-AL on total foreign national employment.

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APPENDIX G – PERFORMANCE GUARANTEE AGREEMENT

The Performance Guarantee Agreement is required by the [Section H clause entitled "Performance Guarantee."](#)

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APPENDIX H – GUIDANCE FOR PREPARATION OF DIVERSITY PLAN

(See [Section I Clause entitled "Diversity Plan"](#))

This Guidance is to assist the Contractor in understanding the information being sought by the Department for each of the Diversity elements and where these issues are already addressed in a Contract, the Contractor need only cross reference the location.

Work Force

This Contract includes [clauses on Equal Opportunity](#) and [Affirmative Action](#). The Contractor should discuss its policies and plans for implementation of these clauses in its operations. If the Contractor already has procedures in place, these should be discussed and copies provided.

Educational Outreach

The Contractor should outline or discuss any programs already provided, or which it intends to provide, which will provide employees an opportunity to improve their employment skills and opportunities. These programs may already be discussed in the proposal submitted for this Contract or in the Contract itself and could include: educational assistance allowance, provision for outside training programs either during or outside regular work hours, and executive training programs for non-executive employees. The Contractor should also discuss any plans to participate in any program supporting Historically Black Colleges and Universities, Hispanic Serving Institutions and Native American Institutions.

Community Involvement and Outreach

An offeror's proposal or this Contract may include a section dealing with community involvement and outreach activities. In that event, those sections may be cross referenced and do not need to be repeated. Contractor community relation activities could include support for the following activities: support for science, mathematics and engineering education; support for community service organizations; assistance to Governmental and community service organizations and for equal opportunity activities; and community assistance in connection with work force reduction plans. The Contractor may provide support to these activities through direct sponsorship or making individual employees available to work with the specific community activity. The Contractor's Diversity Plan should discuss the Contractor's existing and planned activities promoting community involvement of its employees as well as the corporation.

Subcontracting

If appropriate to the Contractor, the Contract will contain [FAR 52.219-9 "Small, Small Disadvantaged, and Woman Owned Small Business Subcontracting Plan"](#) and other small business related clauses. Additionally, the RFP may have contained additional guidance on small business subcontracting. The Contractor should briefly summarize its subcontracting plan. If the Contractor is participating, or plans to participate, in the Department's Mentor-Protégé Program, this involvement or planned involvement, should be summarized. Information concerning its subcontracting plans already submitted and approved do not need to be redeveloped or renegotiated.

Economic Development (Including Technology Transfer)

Many of the Department's contracts include clauses dealing with technology transfer. Planning or activities developed under such clauses may apply to this element of the Contractor's Diversity Plan. Additionally, some of the subcontracting activities planned by the Contractor with small business, small disadvantaged businesses, or woman-owned small businesses may be entered into for the purpose of assisting the economic development of or transferring technology to such a business. The Contractor's Diversity Plan should outline and discuss its planned activities promoting economic diversification of the local community.

MODIFICATIONS TO CONTRACT NO. DE-AC09-96SR18500 STARTING WITH MODIFICATION A069

Modification Number	Description
A069	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A070	The purpose of this Modification is to incrementally obligate additional funds to the Contract and make changes to the list of Key Personnel under Appendix D of the Contract.
A071	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A072	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A073	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A074	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A075	The purpose of this Modification is to incrementally obligate additional funds to the Contract and make changes to the list of Key Personnel under Appendix D of the Contract.
A076	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A077	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A078	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A079	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A080	The purpose of this Modification is to incrementally obligate additional funds to the Contract and make changes to the list of Key Personnel under Appendix D of the Contract.
A081	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A082	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A083	The purpose of this Modification is to de-obligate funds in the amount of \$8,000,000 from the Contract.
A084	The purpose of this Modification is to incrementally obligate additional funds to the Contract.
A085	The purpose of this Modification is to incrementally obligate additional funds to the Contract and make changes to the list of Key Personnel under Appendix D of the Contract.
A086	The purpose of this Modification is to incrementally obligate additional funds to the Contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A069	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-01SR18500.008	5. PROJECT NO. (IF APPLICABLE)	
6. ISSUED BY CODE		7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE		
U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500		
		10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96		
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$454,654,433.87

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

<input checked="" type="checkbox"/>	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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause I.84 - Obligation of Funds

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.2 - Fund Obligations, Base Fee, Award Fee, and Cost Effectiveness Fee, is hereby modified as follows:

Subparagraph a. The amount of funds presently obligated by the Government with respect to this contract is hereby increased by \$454,654,433.87 from \$5,875,769,181.25 to \$6,330,423,615.12.

(continued on page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or Print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Thomas E. Reynolds, Deputy Director Contracts Management Division
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA <i>Thomas E. Reynolds</i> SIGNATURE OF CONTRACTING OFFICER
15C. DATE SIGNED	16C. DATE SIGNED 1/31/01
15D. CONTRACTOR/OFFEROR (SIGNATURE OF PERSON AUTHORIZED TO SIGN)	

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 374,858,249.01
TC	89X0240.91	58,047,993.66
TF	89X0243.91	438,749.57
NS	89X0309.91	17,478,503.00
YA	89X0224.91	150,000.00
3T	89X0240.93	1,367,623.00
NR	89X0314.91	832,400.00
TQ	89X0249.91	1,222,381.63
2Y	89X0224.92	108,534.00
TP	89X0251.91	100,000.00
FG	89X0243.91	<u>50,000.00</u>
	Total	\$ 454,654,433.87

c. All other terms and conditions remain in effect and unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. A085	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-02SR18500.008	5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY CODE U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802		7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500	
		10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96	
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$36,587,522.75

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

<input checked="" type="checkbox"/>	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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause 1.123 - OBLIGATION OF FUNDS; Key Personnel Change - Clause 1.72, Key Personnel (Appendix D) (Reference WSRC Letter BMS-CAA-020053 dated March 20, 2002)

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

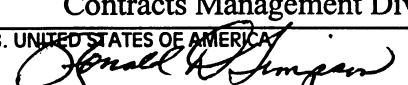
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this Modification is to increase funding currently obligated to the Contract and to incorporate changes approved to the list of Key Personnel under Appendix D.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$36,587,522.75 from \$7,758,747,322.75 to \$7,795,334,845.50.

(Continued on Page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronald D. Simpson, Director Contracts Management Division	
15b. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  SIGNATURE OF CONTRACTING OFFICER	16C. DATE SIGNED 3/28/02
SIGNATURE OF PERSON AUTHORIZED TO SIGN		SIGNATURE OF CONTRACTING OFFICER	

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 9,085,786.63
TC	89X0240.91	10,415,047.03
TF	89X0243.91	113,767.00
NS	89X0309.91	15,969,910.00
3T	89X0240.93	519,410.00
2Y	89X0224.92	26,213.09
FS	89X0240.91	450,000.00
WA	89X0222.91	<u>7,389.00</u>
	Total	\$ 36,587,522.75

- c. Pursuant to Part II, Section I, paragraph I.72, Key Personnel, Appendix D is hereby deleted in its entirety and the following substituted in lieu thereof:

APPENDIX D – KEY PERSONNEL

Pursuant to the clause entitled “Key Personnel,” the following positions are considered to be essential to work being performed.

<u>Name</u>	<u>Title</u>
Robert A. Pedde	President
David B. Amerine	Executive Vice President (VP)
Paul Grefenstette	VP and Chief Financial Officer
James Lander	VP and Director, Human Resources
Victor Franklin	General Counsel
Charles Spencer	VP and General Manager (GM) Defense Programs
Steve Piccolo	VP and GM High Level Waste

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Modification No. A085

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Bill Johnson	VP and GM Nuclear Materials Management
Michael Sabbe	VP and GM Environmental Restoration
Sam Kelly	VP and GM Solid Waste
Edwin Davis	VP and GM Facilities Decommissioning
Susan Wood	VP and Director SRTC
Howard Walls	VP and Director Business Development and Public Affairs
Fran Williams	VP and GM ESH&QA
John Oakland	VP and GM Projects Engineering and Construction
Harold Conner	VP and GM Facility Support Services
Laurie Hollick	VP and GM Administration & Infrastructure
Sam Formby	Director, Safeguards and Security and Emergency Services

- d. All other terms and conditions remain in effect and unchanged.

Modification No. A085 Notation

Appendix D Key Personnel Language Prior to Modification A085 to Contract No. DE-AC09-95SR18500

APPENDIX D – KEY PERSONNEL Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed. ([As of Modification A080](#))

Name	Title
Robert A. Pedde	President
David B. Amerine	Executive Vice President (VP)
Paul Grefenstette	VP and Chief Financial Officer
James Lander	VP and Director, Human Resources
Victor Franklin	General Counsel
Charles Spencer	VP and General Manager (GM) Defense Programs
Steve Piccolo	VP and GM High Level Waste
Bill Johnson	VP and GM Nuclear Materials Management
Michael Sabbe	VP and GM Environmental Restoration
Sam Kelly	VP and GM Solid Waste
Edwin Davis	VP and GM Facilities Decom.
Susan Wood	VP and Director SRTC
Howard Walls	VP and Director Business Development and Public Affairs
Fran Williams	VP and GM ESH&QA
John Oakland	VP and GM Projects Engineering and Construction
Jack Hammond	VP and GM Technical Services
Laurie Hollick	VP and GM Administration & Infrastructure
Sam Formby	Director, Safeguards and Security and Emergency Services

2. AMENDMENT/MODIFICATION NO. A084	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-02SR18500.007	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY CODI	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODI
U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.
Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500
	10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96
CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$65,424,780.79

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

<input checked="" type="checkbox"/>	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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause I.123 - OBLIGATION OF FUNDS

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 increase funding currently obligated to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:
The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$65,424,780.79 from \$7,693,322,541.96 to \$7,758,747,322.75.

b. All other terms and conditions remain in effect and unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Thomas E. Reynolds, Deputy Director Contracts Management Division
15b. CONTRACTOR/OFFEROR	15c. DATE SIGNED
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)	
	16B. UNITED STATES OF AMERICA
	<i>Thomas E. Reynolds</i> (SIGNATURE OF CONTRACTING OFFICER)
	16c. DATE SIGNED
	<i>2/26/02</i>

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 27,494,171.26
TC	89X0240.91	21,846,010.00
TP	89X0251.91	1,900,000.00
NS	89X0309.91	9,500,609.00
3T	89X0240.93	48,544.00
3Y	89X0224.93	45,631.00
SA	89X0228.91	1,400,000.00
NR	89X0314.91	351,000.00
2Y	89X0224.92	72,815.53
EK	89X0242.91	1,400,000.00
HA	89X0215.91	305,000.00
NK	89X0309.91	<u>1,061,000.00</u>
	Total	\$ 65,424,780.79

c. All other terms and conditions remain in effect and unchanged.

2. AMENDMENT/MODIFICATION NO. A083	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-02SR18500.006	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY CODI: _____ U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODI: _____
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500
	10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96

CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
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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)
See Block 14 - Decrease of \$8,000,000.00 Fund Type TC B&R DP0701020 Approp. Symbol 89X0240.91

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

<input checked="" type="checkbox"/>	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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause I.123 - OBLIGATION OF FUNDS

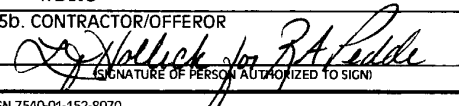
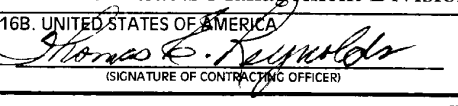
E. IMPORTANT: Contractor is not, is required to sign and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this Modification is to decrease obligated funds to the Contract under Fund Type TC.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:
The amount of funds presently obligated by the Government with respect to this Contract is hereby decreased by \$8,000,000.00 from \$7,701,322,541.96 to \$7,693,322,541.96.

b. All other terms and conditions remain in effect and unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) R. A. Pedde, President WSRC	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Reynolds, Deputy Director Contracts Management Division
15b. CONTRACTOR/OFFEROR  <small>(SIGNATURE OF PERSON AUTHORIZED TO SIGN)</small>	16b. UNITED STATES OF AMERICA  <small>(SIGNATURE OF CONTRACTING OFFICER)</small>
15c. DATE SIGNED 2/14/02	16c. DATE SIGNED 2/19/02

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A082	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-02SR18500.005	5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY CODI U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802		7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODI	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500	10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$455,066,560.75

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

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause I.123 - OBLIGATION OF FUNDS

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$455,066,560.75 from \$7,246,255,981.21 to \$7,701,322,541.96.

(continued on page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Reynolds, Deputy Director Contracts Management Division
15b. CONTRACTOR/OFFEROR (SIGNATURE OF PERSON AUTHORIZED TO SIGN)	16B. UNITED STATES OF AMERICA <i>Thomas E. Reynolds</i> (SIGNATURE OF CONTRACTING OFFICER)
15c. DATE SIGNED	16c. DATE SIGNED 1/30/02

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 314,103,320.38
TC	89X0240.91	130,898,903.00
TF	89X0243.91	(61,644.17)
NS	89X0309.91	2,745,413.00
3T	89X0240.93	16,890.00
3Y	89X0224.93	(.02)
SA	89X0228.91	6,867,000.00
NR	89X0314.91	<u>496,678.56</u>
	Total	\$ 455,066,560.75

c. All other terms and conditions remain in effect and unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A081	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-02SR18500.004	5. PROJECT NO. (IF APPLICABLE)	
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802		7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500	
			10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96	
CODE	FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

Item 14 holds the date specified for contract offers as specified in item 14 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)

See Block 14 - Increase of \$46,567,128.89

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

<input checked="" type="checkbox"/>	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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause I.123 - OBLIGATION OF FUNDS

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$46,567,128.89 from \$7,199,688,852.32 to \$7,246,255,981.21.

(continued on page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Reynolds, Deputy Director Contracts Management Division	
15B. CONTRACTOR/OFFEROR (SIGNATURE OF PERSON AUTHORIZED TO SIGN)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	16C. DATE SIGNED 12/27/01

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 44,111,567.68
TC	89X0240.91	25,000.00
TF	89X0243.91	1,956,500.00
1Y	89X0224.95	(66.59)
2Y	89X0224.92	128,428.15
3T	89X0240.93	288,135.72
3Y	89X0224.93	27,452.93
WA	89X0222.91	<u>30,111.00</u>
	Total	\$ 46,567,128.89

c. All other terms and conditions remain in effect and unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO. A080
3. EFFECTIVE DATE See Block 16C.
4. REQUISITION/PURCHASE REQUEST NO. 09-02SR18500.003
5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY CODE
U. S. Department of Energy
Savannah River Operations Office
Contracts Management Division
P.O. Box A
Aiken, SC 29802

7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)
Westinghouse Savannah River Company LLC
P.O. Box 616
Aiken, SC 29802

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500
10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$221,017,872.87

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

(X) 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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Funding Action - Clause I.123 - OBLIGATION OF FUNDS; Key Personnel Change - Clause I.72, Key Personnel (Appendix D) (Reference WSRC Letters AID-CAA-010317 and AID-CAA-010328)

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract and to incorporate changes approved to the list of Key Personnel under Appendix D.

- a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:
The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$221,017,872.87 from \$6,978,670,979.45 to \$7,199,688,852.32.

(continued on page 2)

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

15a. NAME AND TITLE OF SIGNER (Type or print)
15b. CONTRACTOR/OFFEROR
15c. DATE SIGNED
16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Thomas E. Reynolds, Deputy Director
Contracts Management Division
16b. UNITED STATES OF AMERICA
16c. DATE SIGNED
11/29/01

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 185,922,790.77
TC	89X0240.91	30,225,064.00
TF	89X0243.91	213,404.58
NS	89X0309.91	4,626,278.00
2Y	89X0224.92	(351.45)
YA	89X0224.91	78,328.00
3T	89X0240.93	(18,341.98)
SA	89X0228.91	5,000.00
TP	89X0251.91	(87,364.73)
3Y	89X0224.93	43,214.15
FG	89X0243.91	(2,648.47)
WA	89X0222.91	<u>12,500.00</u>
	Total	\$ 221,017,872.87

- c. Pursuant to Part II, Section I, paragraph I.72, Key Personnel, Appendix D is hereby deleted in its entirety and the following substituted in lieu thereof:

“APPENDIX D – KEY PERSONNEL

Pursuant to the clause entitled “Key Personnel,” the following positions are considered to be essential to work being performed.

<u>Name</u>	<u>Title</u>
Robert A. Pedde	President
David B. Amerine	Executive Vice President (VP)
Paul Grefenstette	VP and Chief Financial Officer
James Lander	VP and Director, Human Resources
Victor Franklin	General Counsel
Charles Spencer	VP and General Manager (GM) Defense Programs
Steve Piccolo	VP and GM High Level Waste

Bill Johnson	VP and GM Nuclear Materials Management
Michael Sabbe	VP and GM Environmental Restoration
Sam Kelly	VP and GM Solid Waste
Edwin Davis	VP and GM Facilities Decommissioning
Susan Wood	VP and Director SRTC
Howard Walls	VP and Director Business Development and Public Affairs
Fran Williams	VP and GM ESH&QA
John Oakland	VP and GM Projects Engineering and Construction
Jack Hammond	VP and GM Technical Services
Laurie Hollick	VP and GM Administration & Infrastructure
Sam Formby	Director, Safeguards and Security and Emergency Services

- d. All other terms and conditions remain in effect and unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. A079	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-02SR18500.002	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY U.S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802	CODING	ADMINISTERED BY (IF OTHER THAN ITEM 6)	CODING
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500
	10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96

CODE	FACILITY CODE
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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)
See Block 14 - Increase of \$38,605,547.57

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

<input checked="" type="checkbox"/>	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (SPECIFY AUTHORITY) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER OR IN ITEM 10A
<input type="checkbox"/>	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification and authority) Funding Action - Clause I.123 - OBLIGATION OF FUNDS

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$38,605,547.57 from \$6,940,065,431.88 to \$6,978,670,979.45.

(continued on page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronald D. Simpson, Director Contracts Management Division
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)	(SIGNATURE OF CONTRACTING OFFICER) <i>Ronald D. Simpson</i>
15C. DATE SIGNED	16C. DATE SIGNED 10/31/01

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 20,582,969.57
TC	89X0240.91	15,860,363.00
TF	89X0243.91	59,000.00
NS	89X0309.91	1,330,853.00
2Y	89X0228.91	29,088.47
YA	89X0224.91	34,688.00
3T	89X0240.93	198,585.53
SA	89X0228.91	(990,000.00)
TP	89X0251.91	<u>1,500,000.00</u>
	Total	\$ 38,605,547.57

c. All other terms and conditions remain in effect and unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A078	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-02SR18500.001	5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802		7. ADMINISTERED BY (IF OTHER THAN ITEM 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802		9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500	
		10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96	

II. 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)
See Block 14 - Increase of \$58,381,344.00

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

(X)	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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Funding Action - Clause 1.123 - OBLIGATION OF FUNDS

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

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

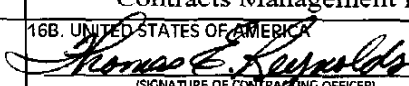
The purpose of this Modification is to incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$58,381,344.00 from \$6,881,684,087.88 to \$6,940,065,431.88.

(continued on page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Reynolds, Deputy Director Contracts Management Division
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA  (SIGNATURE OF CONTRACTING OFFICER)
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)	16C. DATE SIGNED 10/4/01
15C. DATE SIGNED	

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 42,099,364.00
TC	89X0240.91	14,749,627.00
TF	89X0243.91	65,000.00
NS	89X0309.91	1,425,369.00
SA	89X0228.91	5,000.00
YA	89X0224.91	<u>36,984.00</u>
	Total	\$ 58,381,344.00

c. All other terms and conditions remain in effect and unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. A077		3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-01SR18500.016		5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802			7. ADMINISTERED BY (IF OTHER THAN ITEM 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500		
			10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96		
CODE		FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$28,516,639.81

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

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause I.123 - OBLIGATION OF FUNDS

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$28,516,639.81 from \$6,853,167,448.07 to \$6,881,684,087.88.

(continued on page 2)

15A. NAME AND TITLE OF SIGNER (type or print) Thomas E. Reynolds, Deputy Director Contracts Management Division		16A. NAME AND TITLE OF CONTRACTING OFFICER (type or print) Thomas E. Reynolds, Deputy Director Contracts Management Division	
15B. CONTRACTOR/OFFEROR (SIGNATURE OF PERSON AUTHORIZED TO SIGN)		15C. DATE SIGNED (SIGNATURE OF CONTRACTING OFFICER)	16C. DATE SIGNED 9/27/01

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 15,383,956.51
TC	89X0240.91	4,567,800.00
TF	89X0243.91	(35,356.01)
NS	89X0309.91	1,586,472.00
3T	89X0240.93	1,841,421.86
3Y	89X0224.93	(31,320.14)
TP	89X0251.91	82,187.33
NR	89X0314.91	49,923.00
2Y	89X0224.92	(9,278.26)
FG	89X0243.91	2,648.47
HA	89X0215.91	10,000.00
SA	89X0228.91	<u>5,068,185.05</u>
	Total	\$ 28,516,639.81

c. All other terms and conditions remain in effect and unchanged.

2. AMENDMENT/MODIFICATION NO. A076	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-01SR18500.015	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802	7. ADMINISTERED BY (IF OTHER THAN ITEM 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500
	10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$74,954,070.63

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

(X)	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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Funding Action - Clause 1.123 - OBLIGATION OF FUNDS

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:
The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$74,954,070.63 from \$6,778,213,377.44 to \$6,853,167,448.07.
(continued on page 2)

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas E. Reynolds, Deputy Director Contracts Management Division	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Reynolds, Deputy Director Contracts Management Division
15b. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)	(SIGNATURE OF CONTRACTING OFFICER)
15c. DATE SIGNED	16c. DATE SIGNED 8/29/01

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 71,200,950.85
TC	89X0240.91	3,177,111.00
TF	89X0243.91	163,000.00
NS	89X0309.91	243,000.00
3T	89X0240.93	114,563.00
YA	89X0224.91	40,000.00
1Y	89X0224.95	16,000.00
TP	89X0251.91	(249.56)
NR	89X0314.91	<u>(304.66)</u>
	Total	\$ 74,954,070.63

c. All other terms and conditions remain in effect and unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. A075	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-01SR18500.014	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802	7. ADMINISTERED BY (IF OTHER THAN ITEM 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500
	10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96

CODE FACILITY CODE
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$143,636,379.14

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

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause 1.123 - OBLIGATION OF FUNDS; Key Personnel Change - Clause 1.72, Key Personnel (Appendix D)

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract and to incorporate changes previously approved on July 9 and 17, 2001, to the list of Key Personnel under Appendix D.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:
The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$143,636,379.14 from \$6,634,576,998.30 to \$6,778,213,377.44.
(continued on page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Reynolds, Deputy Director Contracts Management Division
15B. CONTRACTOR/OFFEROR (SIGNATURE OF PERSON AUTHORIZED TO SIGN)	16B. UNITED STATES OF AMERICA <i>Thomas E. Reynolds</i> (SIGNATURE OF CONTRACTING OFFICER)
15C. DATE SIGNED	16C. DATE SIGNED 7/30/01

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 138,856,335.85
TC	89X0240.91	694,945.44
TF	89X0243.91	490,000.00
NS	89X0309.91	(816,507.44)
SA	89X0228.91	2,800,000.00
3T	89X0240.93	5,534.00
YA	89X0224.91	2,676.00
Y0	8900224.91	(1,966.68)
Y8	8980224.91	(27,366.98)
TP	89X0251.91	1,652,000.00
Y9	8990224.91	(116,077.05)
FG	89X0243.91	40,000.00
NR	89X0314.91	<u>56,806.00</u>
	Total	\$ 143,636,379.14

c. Pursuant to Part II, Section I, paragraph I.72, Key Personnel, Appendix D is hereby deleted in its entirety and the following substituted in lieu thereof:

“APPENDIX D – KEY PERSONNEL

Pursuant to the clause entitled “Key Personnel,” the following positions are considered to be essential to work being performed.

<u>Name</u>	<u>Title</u>
Robert A. Pedde	President
David B. Amerine	Executive Vice President (VP)
Paul Grefenstette	VP and Chief Financial Officer
James Lander	VP and Director, Human Resources
Victor Franklin	General Counsel
Charles Spencer	VP and General Manager (GM) Defense Programs
Steve Piccolo	VP and GM High Level Waste

Frank Jordan	VP and GM Nuclear Materials Stabilization
Bill Johnson	VP and GM Spent Fuel Storage
Michael Sabbe	VP and GM Environmental Restoration
Sam Kelly	VP and GM Solid Waste
Robert Cordani	VP and GM Facilities Decom.
Susan Wood	VP and Director SRTC
Howard Walls	VP and Director Business Development and Public Affairs
Fran Williams	VP and GM ESH&QA
John Oakland	VP and GM Projects Engineering and Construction
Jack Hammond	VP and GM Technical Services
Laurie Hollick	VP and GM Administration & Infrastructure
Sam Formby	Director, Safeguards and Security and Emergency Services

- d. All other terms and conditions remain in effect and unchanged.

MODIFICATION A075 NOTATION
APPENDIX D KEY PERSONNEL LANGUAGE PRIOR TO MODIFICATION A075 TO
CONTRACT NO. DE-AC09-95SR18500

APPENDIX D – KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed. ([As of Modification A070](#))

<u>Name</u>	<u>Title</u>
Joe Buggy	President
Bob Pedde	Executive Vice President (VP)
Paul Grefenstette	VP and Chief Financial Officer
James Lander	VP and Director, Human Resources
Victor Franklin	General Counsel
Charles Spencer	VP and General Manager (GM) Defense Programs
Steve Piccolo	VP and GM High Level Waste
Frank Jordan	VP and GM Nuclear Materials Stabilization
Bill Johnson	VP and GM Spent Fuel Storage
Michael Sabbe	VP and GM Environmental Restoration
Sam Kelly	VP and GM Solid Waste
Robert Cordant	VP and GM Facilities Decom
Susan Wood	VP and Director SRTC
John Lindsay	VP and Director Business Development and Public Affairs
Fran Williams	VP and GM ESH&QA
John Oakland	VP and GM Projects Engineering and Construction
Jack Hammond	VP and GM Technical Services
Laurie Hollick	VP and GM Administration & Infrastructure
Sam Formby	Director, Safeguards and Security and Emergency Services

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. A074	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-01SR18500.013	5. PROJECT NO. (IF APPLICABLE)		
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802		7. ADMINISTERED BY (IF OTHER THAN ITEM 6)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500		
			10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96		
CODE	FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$10,755,556.85

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

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause I.123 - OBLIGATION OF FUNDS

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$10,755,556.85 from \$6,623,821,441.45 to \$6,634,576,998.30.

(continued on page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Thomas E. Reynolds, Deputy Director Contracts Management Division	
15B. CONTRACTOR/OFFEROR (SIGNATURE OF PERSON AUTHORIZED TO SIGN)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Thomas E. Reynolds</i> (SIGNATURE OF CONTRACTING OFFICER)	16C. DATE SIGNED 6/28/01

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 5,745,127.99
TC	89X0240.91	804,363.00
TF	89X0243.91	2,056,189.03
NS	89X0309.91	1,326,213.00
SA	89X0228.91	1,288.69
3T	89X0240.93	389,927.27
YA	89X0224.91	(350,000.00)
2Y	89X0224.92	3,126.41
3Y	89X0224.93	79,321.46
TP	89X0251.91	<u>700,000.00</u>
	Total	\$ 10,755,556.85

c. All other terms and conditions remain in effect and unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	2

2. AMENDMENT/MODIFICATION NO. A073	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-01SR18500.012	5. PROJECT NO. (IF APPLICABLE)
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6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802	7. ADMINISTERED BY (IF OTHER THAN ITEM 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500
	10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$2,762,942.36

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

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause 1.123 - OBLIGATION OF FUNDS

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$2,762,942.36 from \$6,621,058,499.09 to \$6,623,821,441.45.
(continued on page 2)

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Thomas E. Reynolds, Deputy Director Contracts Management Division	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)		<i>Thomas E. Reynolds</i> (SIGNATURE OF CONTRACTING OFFICER)	5/29/01

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 3,255,942.36
TC	89X0240.91	(1,448,000.00)
TF	89X0243.91	515,000.00
NS	89X0309.91	180,000.00
SA	89X0228.91	60,000.00
3T	89X0240.93	100,000.00
YA	89X0224.91	<u>100,000.00</u>
	Total	\$ 2,762,942.36

c. All other terms and conditions remain in effect and unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A072	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-01SR18500.011	5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802		7. ADMINISTERED BY (IF OTHER THAN ITEM 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500	
		10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$246,110,621.17

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

(X)	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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Funding Action - Clause I.123 - OBLIGATION OF FUNDS

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$246,110,621.17 from \$6,374,947,877.92 to \$6,621,058,499.09.

(continued on page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or Print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Thomas E. Reynolds, Deputy Director Contracts Management Division	
15b. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Thomas E. Reynolds</i> (SIGNATURE OF CONTRACTING OFFICER)	16C. DATE SIGNED 8/26/01
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)			

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 228,366,000.17
TC	89X0240.91	18,704,000.00
3T	89X0240.93	290,621.00
NS	89X0309.91	<u>(1,250,000.00)</u>
	Total	\$ 246,110,621.17

c. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A071	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-01SR18500.010	5. PROJECT NO. (IF APPLICABLE)	
6. ISSUED BY CODE		7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE		
U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.	
Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802				
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500	
			10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$15,960,756.95

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

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause 1.123 - OBLIGATION OF FUNDS; Key Personnel Change - Clause 1.72, KEY PERSONNEL (Appendix D) and WSRC Letter AID-CAA-010047 dated 02/05/2001

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$15,960,756.95 from \$6,358,987,120.97 to \$6,374,947,877.92.
(continued on page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or Print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) G. W. Painter Contracts Management Division		
15b. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)		(SIGNATURE OF CONTRACTING OFFICER)	3/28/01

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 3,524,140.04
TC	89X0240.91	10,490,364.00
TF	89X0243.91	(47,147.09)
NS	89X0309.91	20,000.00
TP	89X0251.91	800,000.00
FG	89X0243.91	455,000.00
NR	89X0314.91	168,400.00
SA	89X0228.91	<u>550,000.00</u>
	Total	\$ 15,960,756.95

c. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. A070	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQUEST NO. 09-01SR18500.009	5. PROJECT NO. (IF APPLICABLE)
6. ISSUED BY CODE U. S. Department of Energy Savannah River Operations Office Contracts Management Division P.O. Box A Aiken, SC 29802		7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) Westinghouse Savannah River Company LLC P.O. Box 616 Aiken, SC 29802		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-96SR18500	
		10B. DATED (SEE ITEM 13) 08/06/96; Effective 10/01/96	
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$28,563,505.85

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

<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Funding Action - Clause I.123 - OBLIGATION OF FUNDS; Key Personnel Change - Clause I.72, KEY PERSONNEL (Appendix D) and WSRC Letter AID-CAA-010047 dated 02/05/2001

E. IMPORTANT: Contractor is not, is required to sign and return _____ 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 incrementally obligate additional funds to the Contract and make changes to the list of Key Personnel under Appendix D of the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$28,563,505.85 from \$6,330,423,615.12 to \$6,358,987,120.97.

(continued on page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or Print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Thomas E. Reynolds, Deputy Director Contracts Management Division
15b. CONTRACTOR/OFFEROR	15c. DATE SIGNED
(SIGNATURE OF PERSON AUTHORIZED TO SIGN)	16B. UNITED STATES OR AMERICA <i>Thomas E. Reynolds</i> (SIGNATURE OF CONTRACTING OFFICER)
	16C. DATE SIGNED 2/28/01

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ (2,233,183.11)
TC	89X0240.91	26,660,000.00
TF	89X0243.91	169,000.00
NS	89X0309.91	475,680.00
3T	89X0240.93	949,488.96
2Y	89X0224.92	362,520.00
TP	89X0251.91	1,945,000.00
HA	89X0215.91	<u>235,000.00</u>
	Total	\$ 28,563,505.85

- c. Pursuant to Part II, Section I, paragraph I.72, Key Personnel, Appendix D is hereby deleted in its entirety and the following substituted in lieu thereof:

“APPENDIX D – KEY PERSONNEL

Pursuant to the clause entitled “Key Personnel,” the following positions are considered to be essential to work being performed.

<u>Name</u>	<u>Title</u>
Joe Buggy	President
Bob Pedde	Executive Vice President (VP)
Paul Grefenstette	VP and Chief Financial Officer
James Lander	VP and Director, Human Resources
Victor Franklin	General Counsel
Charles Spencer	VP and General Manager (GM) Defense Programs
Steve Piccolo	VP and GM High Level Waste
Frank Jordan	VP and GM Nuclear Materials Stabilization
Bill Johnson	VP and GM Spent Fuel Storage
Michael Sabbe	VP and GM Environmental Restoration
Sam Kelly	VP and GM Solid Waste

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Robert Cordani	VP and GM Facilities Decom.
Susan Wood	VP and Director SRTC
John Lindsay	VP and Director Business Development and Public Affairs
Fran Williams	VP and GM ESH&QA
John Oakland	VP and GM Projects Engineering and Construction
Jack Hammond	VP and GM Technical Services
Laurie Hollick	VP and GM Administration & Infrastructure
Sam Formby	Director, Safeguards and Security and Emergency Services

d. All other terms and conditions remain unchanged.

MODIFICATION A070 NOTATION

APPENDIX D – KEY PERSONNEL LANGUAGE PRIOR TO MODIFICATION NO. A070 TO CONTRACT NO. DE-AC09-95SR18500

APPENDIX D – KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed.

<u>Name</u>	<u>Title</u>
Joe Buggy	President
Bob Pedde	Executive Vice President (VP)
Paul Grefenstette	VP and Chief Financial Officer
James Lander	VP and Director, Human Resources
Victor Franklin	General Counsel
Charles Spencer	VP and General Manager (GM) Defense Programs
Bill Poulson	VP and GM High Level Waste
Frank Jordan	VP and GM Nuclear Materials Stabilization
Bill Johnson	VP and GM Spent Fuel Storage
Michael Sabbe	VP and GM Environmental Restoration
Sam Kelly	VP and GM Solid Waste
Robert Cordani	VP and GM Facilities Decom.
Susan Wood	VP and Director SRTC
John Lindsay	VP and Director Business Development and Public Affairs
Fran Williams	VP and GM ESH&QA
John Oakland	VP and GM Engineering and Construction
Jack Hammond	VP and GM Projects, Engineering and Construction
Laurie Hollick	VP and GM Administration & Infrastructure
Sam Formby	Director, Safeguards and Security and Emergency Services

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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1 2

2. AMENDMENT/MODIFICATION NO. **A086** 3. EFFECTIVE DATE **See Block 16C.** 4. REQUISITION/PURCHASE REQUEST NO. **09-02SR18500.009** 5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY CODI **U. S. Department of Energy
Savannah River Operations Office
Contracts Management Division
P.O. Box A
Aiken, SC 29802** 7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODI

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)
**Westinghouse Savannah River Company LLC
P.O. Box 616
Aiken, SC 29802**

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. **DE-AC09-96SR18500**
10B. DATED (SEE ITEM 13) **08/06/96; Effective 10/01/96**

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ 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)
See Block 14 - Increase of \$286,207,129.58

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

- (X) 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 the paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)
Funding Action - Clause I.123 - OBLIGATION OF FUNDS

F. IMPORTANT: Contractor is not, is required to sign and return _____ 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 increase funding currently obligated to the Contract.

a. Part I - The Schedule, Section B, paragraph B.4 - Obligation of Funds, is hereby modified as follows:

The amount of funds presently obligated by the Government with respect to this Contract is hereby increased by \$286,207,129.58 from \$7,795,334,845.50 to \$8,081,541,975.08.

(Continued on Page 2)

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

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
15D. (SIGNATURE OF PERSON AUTHORIZED TO SIGN)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
**Thomas E. Reynolds, Deputy Director
Contracts Management Division**
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
4/29/02
16D. (SIGNATURE OF CONTRACTING OFFICER)

14. Description of Amendment/Modification (Continued)

b. Accounting and Appropriation Data

<u>Fund Type</u>	<u>Approp. Symbols</u>	<u>Funding</u>
TE	89X0242.91	\$ 270,949,615.67
TC	89X0240.91	6,945,112.00
TF	89X0243.91	464,133.00
NS	89X0309.91	7,573,366.00
NK	89X0390.91	105,000.00
2Y	89X0224.92	<u>169,902.91</u>
	Total	\$ 286,207,129.58

d. All other terms and conditions remain in effect and unchanged.