AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
S005	8/21/98		N/A

6. ISSUED BY CODE	7. ADMINISTERED BY *(If other than Item 6)* Code
U.S. Department of Energy Chicago Operations Office 9800 South Cass Avenue Argonne, IL 60439	

8. NAME AND ADDRESS OF CONTRACTOR *(No. street, county, State and ZIP Code)*	(✓)	9A. AMENDMENT OF SOLICITATION NO.
To All Prospective Offerors	✓	DE-RP02-98CH10888
		9B. DATED *(SEE ITEM 11)* 5/19/98
		10A. MODIFICATION OF Contract/Order NO.
		10B. DATED *(SEE ITEM 13)*
CODE N/A	FACILITY CODE N/A	

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 1 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 ACKNOWLEDGMENT 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)*

N/A

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

(✓) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

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

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

This amendment consists of two parts: (A) corrections, clarifications and regulatory updates to the solicitation and (B) questions received after the issuance of the Request For Proposals and Amendments S001, S002, S003, S004 and answers thereto.

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)*
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
(Signature of person authorized to sign)	BY *(Signature of Contracting Officer)*

B. QUESTIONS RECEIVED AFTER THE ISSUANCE OF THE REQUEST FOR PROPOSALS AND AMENDMENTS S001, S002, S003 and S004

1. The questions in Section K, Attachment 2, Item 19, subparagraph (c), appear to be duplicative of the questions contained in Section K, Attachment 3, page 5. Are Offerors required to complete both sets of questions?

   Answer:

   No. The RFP has been amended to delete subparagraph (c) from Section K, Attachment 2, Item 19.

2. We have compiled all the information requested for the Volume III Environmental Critique. In the information that we are supposed to extract from the mission reactors' SARs, there are many folded 11x17 pages. Does your earlier decision to not allow 11x17s apply to this material as well?

   Answer:

   The page size restriction for Volume III has been removed. The RFP has been amended to reflect this.

14. DESCRIPTION OF AMENDMENT/MODIFICATION

A. The Request For Proposals, dated May 19, 1998, as amended, is further amended as follows:

1. Part I, Section F, Clause F.4, FAR 52.242-16, STOP-WORK ORDER - FACILITIES (AUG 1989), is deleted in its entirety.

2. Part I, Section H, Clause H.4, GOVERNMENT-FURNISHED PROPERTY, the introductory paragraph, the clause entitled "Government Property (Consolidated Facilities)(MAR 1996) (Modified)" is deleted and the following is substituted in lieu thereof:

"Government Property (Fixed-Price Contracts) (DEC 1989)"

3. Part I, Section H, Clause H.11, COST RESPONSIBILITY AFTER COMPLETION OF HOT START-UP AND TRANSITION TO FULL OPERATIONS, is deleted in its entirety and the following is substituted in lieu thereof:

"H.11 "COST RESPONSIBILITY AFTER COMPLETION OF HOT START-UP AND TRANSITION TO FULL OPERATIONS

Notwithstanding any other provision of this contract, upon DOE acceptance of the Contractor's Certification of Successful Completion of Hot Start-Up Testing and Transition to Full Operations of the MOX Fuel Fabrication Facility in accordance with the Functional and Operability Testing Plan, all costs necessary to complete the Statement of Work under Option 2, with the exception of the costs listed below, are unallowable. After Hot Start-Up Testing and Transition to Full Operations, those costs incurred by the Contractor which would otherwise be allowable under the cost principles contained in Federal Acquisition Regulation (FAR) Subpart 31.2 and Department of Energy Acquisition Regulation (DEAR) Subpart 931.2 are limited to the following:

(1) Costs assessed by the NRC for licensing and oversight of the MOX Fuel Fabrication Facility, including IAEA support.

(2) Increased operating and capital improvement costs, as approved in advance by the Contracting Officer, incurred by the Contractor at the MOX Fuel Fabrication Facility as a result of statutory or regulatory changes.

(3) Increased operating and capital improvement costs, as approved in advance by the Contracting Officer, incurred by the Contractor at the mission reactors as a result of statutory or regulatory changes that are solely and exclusively related to the use of MOX fuel at the mission reactors.

(4) Costs associated with the replacement of mission reactors to perform irradiation services, as provided in Clause H.14 of this contract.

(5) Equitable adjustments made pursuant to the provisions of this contract.

(6) Costs for which the Contractor may be reimbursed or indemnified under the clause of this contract entitled "Nuclear Hazards Indemnity Agreement."

(7) Any increased costs, as approved in advance by the Contracting Officer, incurred by the Contractor as the result of supplying its mission reactors with replacement LEU fuel if such costs are caused solely by (a) a delay or a failure of DOE to deliver to the Contractor plutonium oxide at the rate of 3.5 MT Pu per year on a schedule agreed to by DOE and the Contractor or, (b) the plutonium oxide received by the Contractor is in a condition not suitable for its intended use."

4. Part I, Section H, Clause H.17, RESPONSIBILITY OF THE CONTRACTOR FOR ERRORS OR DEFICIENCIES, subparagraph (d) is deleted in its entirety and the following is substituted in lieu thereof:

"(d) Notwithstanding the provisions of paragraph (b) above, neither the Government's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any of the Government's rights under this contract."

5. Part II, Section I, GENERAL CONTRACT CLAUSES, is amended as follows:

a. In subsection I.1, BASE CONTRACT GENERAL CONTRACT CLAUSES, the following clauses are amended as follows:

(1). In clause 34., "(AUG 1996)" is deleted and "(AUG 1998)" is substituted in lieu thereof.

(2) In clause 35., "(OCT 1995)" is deleted and "(AUG 1998)" is substituted in lieu thereof.

(3) In clause 43., "(APR 1984)" is deleted and "(JUN 1998)" is substituted in lieu thereof.

(4) In clause 59., "(OCT 1996)" is deleted and "(AUG 1998)" is substituted in lieu thereof.

(5) In clause 89., "FAR 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contract)(OCT 1997)" is deleted in its entirety and the following is substituted in lieu thereof:

"FAR 52.244-2 Subcontracts (AUG 1998)"

b. In subsection I.2, OPTION 1 GENERAL CONTRACT CLAUSES, the following clauses are amended as follows:

(1) In clause 33., "(AUG 1996)" is deleted and "(AUG 1998)" is substituted in lieu thereof.

(2) In clause 34., "(OCT 1995)" is deleted and "(AUG 1998)" is substituted in lieu thereof.

(3) In clause 49., "FAR 52.222-17 Labor Standards for Construction Work-Facilities Contracts (FEB 1988)" is deleted in its entirety the following is substituted in lieu thereof:

"[RESERVED]"

(4) In clause 54., "(APR 1984)" is deleted and "(JUN 1998)" is substituted in lieu thereof.

(5) In clause 70., "(OCT 1996)" is deleted and "(AUG 1998)" is substituted in lieu thereof.

(6) In clause 103., "FAR 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contract)(OCT 1997)" is deleted in its entirety and the following is substituted in lieu thereof:

"FAR 52.244-2 Subcontracts (AUG 1998)"

(7) In clause 106., "FAR 52.245-7 Government Property (Consolidated Facilities) (MAR 1996) (Modified)" is deleted in its entirety and the following is substituted in lieu thereof:

"FAR 52.245-5 Government Property (Cost-Reimbursement, Time-And-Material, or Labor-Hour Contracts) (JAN 1986)"

(8) In clause 108., "FAR 52.245-8 Liability for the Facilities (JAN 1997)" is deleted in its entirety and the following is substituted in lieu thereof:

"[RESERVED]"

c. In subsection I.3, <u>OPTION 2 GENERAL CONTRACT CLAUSES</u>, the following clauses are amended as follows:

(1) In clause 34., "(AUG 1996)" is deleted and "(AUG 1998)" is substituted in lieu thereof.

(2) In clause 35., "(OCT 1995)" is deleted and "(AUG 1998)" is substituted in lieu thereof.

(3) In clause 40., "FAR 52.222-17 Labor Standards for Construction Work-Facilities Contracts (FEB 1988)" is deleted in its entirety and the following is substituted in lieu thereof:

"[RESERVED]"

(4) In clause 44., "(APR 1984)" is deleted and "(JUN 1998)" is substituted in lieu thereof.

(5) In clause 79., "FAR 52.244-1 Subcontracts (Fixed-Price Contracts)(OCT 1997)" is deleted and the following is substituted in lieu thereof:

"FAR 52.244-2 Subcontracts (AUG 1998)"

(6) Clause "82., FAR 52.245-7 Government Property (Consolidated Facilities) (MAR 1996) (Modified)" is deleted in its entirety.

(7) In clause 82., "FAR 52.245-8 Liability for the Facilities (JAN 1997)" is deleted and the following is substituted in lieu thereof:

"FAR 52.245-6 Liability for Government Property (Demolition Services Contracts) (APR 1984)"

(8) New clauses 96. and 97. are added as follows:

"96. FAR 52.237-4 Payment by Government to Contractor (APR 1984)

97. FAR 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989)"

6. Part IV, Section L, Provision L.32(a)3.c.(3)(a)(4) is deleted in its entirety and the following is substituted in lieu thereof:

"(4) Provide each mission reactor's current FERC Form 1 as submitted to FERC. Should an organization not be required to prepare FERC Form 1, provide document(s) containing comparable information."

7. Part IV, Section M, Provision M.2, the last two sentences in subparagraph a. are deleted in their entirety.

B. QUESTIONS RECEIVED AFTER THE ISSUANCE OF THE FINAL REQUEST FOR PROPOSALS

1. Reference Section H.12. In reference to clause H.12(b) and the answer provided to question 37 in Amendment S002, please advise if the $10 million dollar ceiling is a GFY98 limit adjusted annually with the same index as cited in clause H.15(a).

   Answer:

   The $10 million dollar ceiling amount is not subject to adjustment.

2. In the event DOE mandates the offeror to commit to a fixed price for Option 3 at the time of proposal submission (September 4, 1998), the contractor notes that NRC regulations require a Decontamination and Decommissioning Plan and Cost Estimate and a guarantee of Financial Assurance for adequate coverage of the cost estimate. The requirements are rigorously applied and the offeror must be capable of addressing the requirements. One acceptable approach to providing Financial Assurance in accordance with the regulations is stated as "when a governmental entity is assuming custody and ownership of a site, an arrangement that is deemed acceptable by such governmental entity." Will DOE certify Financial Assurance for D&D in accordance with NRC requirements?

   Answer:

   DOE will certify financial assurance for D&D in accordance with NRC requirements.

3. NRC will require multiple environmental reviews for multiple licensing/approval steps. Several of the licensing environmental report requirements may be intrinsically based on the DOE Environmental Impact Statement content and findings (RODs). Is DOE including NRC comments and 10 CFR Part 51 requirements in the PEIS for Pu Disposition in order to assure NRC adoption of the PEIS for NRC fuel fabrication facility construction approval and licensing requirements?

   Answer:

   The NRC, as any other Federal agency, can review and comment on the DOE draft SPD EIS and DOE will consider all comments received. In preparing the SPD EIS, DOE implemented the National Environmental Policy Act (NEPA) in accordance with the requirements of 10 CFR Part 1021. It is DOE's expectation that the consortium will use the results of the SPD EIS to the maximum extent possible for fulfilling the NRC implementation requirements contained in 10 CFR Part 51. Where differences between the

DOE implementation of NEPA and that of NRC require additional data to be provided by the consortium, it will be the responsibility of the consortium to provide that data.

4. Please confirm the fact that license transfer will occur upon the successful conclusion of Deactivation.

Answer:

The NRC license will either be terminated or transferred to DOE upon the successful conclusion of Deactivation.

5.a. Reference Section B.2, Estimated Cost, Fixed Fee, Obligation Of Funds and Financial Limitations, paragraph (b). Please confirm that should additional work be performed, via the Changes clause, there will be an equitable adjustment to both the contractor's costs and fee.

5.b. Reference Section B.2, Estimated Cost, Fixed Fee, Obligation Of Funds and Financial Limitations, paragraph (d). Paragraph (d) states: "The amount presently obligated by the Government with respect to this contract is $_____. Such amount may be increased unilaterally by DOE by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract)." Given that the resultant contract stemming from this solicitation shall be a legal and binding document, the Contractor requests that the RFP be amended to delete the phrase "(whether or not by formal modification of this contract)" as not apropos to the nature of such an agreement. The Contractor recommends that the following sentence be added to paragraph (d) to replace the deleted phrase: "All contractual actions regarding funding actions shall be confirmed through formal modification to this contract."

5.c. Reference Section B.2, Estimated Cost, Fixed Fee, Obligation Of Funds and Financial Limitations, paragraph (f). Paragraph (f) states: "When funds are obligated under this contract, DOE shall inform the Contractor in writing regarding any limitations on amounts available for operating and plant and capital equipment expenditures under this contract. The limitations so established shall be binding on the Contractor." The Contractor believes that a funding limitation may restrict the Contractor's planned approach in a manner that materially increases the cost or time of performance. Please confirm that should performance delays be caused by limitations on operating and plant and capital equipment expenditures, Contractor will have recourse through the Changes clause of the contract.

Answer:

5.a. If you are entitled to an equitable adjustment under the contract, you will be provided an equitable adjustment in both cost and fee. See FAR 52.243-2(b).

5.b. No. DOE desires to have the ability to unilaterally increase the amount obligated by the Government by letter.

5.c. No.

6. Reference Section I. FAR 52.219-9 (AUG 1996) Alternate II (MAR 1996) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan is incorporated into this solicitation. However, Section L Instructions, Conditions and Notices To Offerors does not discuss inclusion. Given that, in all probability, the prime contractor and/or licensee would perform the preponderance of the base scope of design and licensing activities, subcontracting opportunities of this nature may not arise prior to exercise of Option 1. Therefore, is this Plan to be included with the proposal or, at the time of the government's written notification to the contractor of intent to exercise Option 1? Would DOE modify the RFP to delete Alt II (MAR 1996) from Section I.1.34 and 52.219-16 in its entirety from I.1.35?

Answer:

The subcontracting plan for the base contract should be submitted with the proposal.

7. Reference Section H.9. Clause H.9, Options to Extend Services, states that DOE has the unilateral right to extend the term of the contract for the performance of any of the three Options Periods, prior to the expiration of the base contract/individual option periods of performance. Please confirm that preliminary written notification of intent to exercise contract extension (e.g., election to exercise, for example, Option 1 180 days prior to expiration of the Base Contract) does not and will not translate to the Government unilaterally exercising the Option and issuing an Amendment to the Contract prior to the Government and Contractor reaching agreement on costs, price and contract terms.

Answer:

See the second paragraph of Clause H.9.(a).

8. Reference Section H.4. Will DOE agree to pay the incremental costs associated with the contractor supplying the mission reactors with replacement LEU fuel should the MOX fuel supply be interrupted for any reason including, but not

limited to interruption of plutonium oxide supply, unavailability of plutonium to contract specifications, or MOX Fabrication Plant outages outside the control of the Contractor?

Answer:

Clause H.11 has been modified to include as allowable costs any increased costs incurred by the Contractor as the result of supplying its mission reactors with replacement LEU fuel if such costs are caused solely by (1) a delay or a failure of DOE to deliver to the Contractor plutonium oxide at the rate of 3.5 MT Pu per year on a schedule agreed to by DOE and the Contractor or, (2) the plutonium oxide received by the Contractor is in a condition not suitable for its intended use

9. Reference Section H.11. If the Contractor is subject to increased costs due to reasons outside of its control, why should the Contractor not receive all of its appropriate costs, including overhead, fringe, and G&A costs?

Answer:

The language excluding applicable overhead, fringe, and G&A costs has been deleted from the amended Clause H.11 in the solicitation.

10. Will DOE consider reimbursement of operating and capital cost increases resulting from changes to the licensing process and regulatory environment at the MOX Facility or at the Mission Reactors after the MOX facility is in full production mode (and the economic conditions for MOX fuel sales have been established)?

Answer:

Clause H.11 in the solicitation has been amended to include, as allowable costs, increased operating and capital improvement costs at the MOX Fuel Fabrication Facility resulting from statutory or regulatory changes and increased operating and capital improvement costs at the mission reactors resulting from statutory and regulatory changes that are solely and exclusively related to the use of MOX fuel.

11. Will DOE consider reimbursement of the Contractor for operating and capital improvement costs associated with changes in DOE requirements subsequent to transition to Full Operations (similar to NRC/IAEA driven requirements)?

Answer:

If there are any changes in DOE requirements subsequent to completion of Hot Start-Up Testing and Transition to Full Operations, the Contractor may

be entitled to an equitable adjustment pursuant to the provisions of the contract.

12. Should changes to a mission reactor be needed after hot startup (when all costs are to be borne by the contractor per H.11) will DOE reimburse the costs? This change is needed for consistency with Clause H.14.

Answer:

Clause H.11 has been amended to recognize costs associated with the replacement of a mission reactor as provided in Clause H.14 of the contract.

13. Will DOE consider modifying H.11 to include the list of costs to be paid to the Contractor arising from the application of contract clauses that DOE has inserted into the Contract?

Answer:

Clause H.11 has been revised to clarify that all costs necessary to complete the Statement of Work after completion of Hot Start-Up Testing and Transition to Full Operations are the responsibility of the Contractor except for those specifically enumerated in the clause.

14.a. Reference Section H.12. During this phase of the project, the revenues the Contractor generates are dependent on reliable supply of consistent feed material, market conditions, and factors outside the control of Contractor. For these reasons, they can not be predicted with enough certainty to allow an equitable determination of the gain sharing percentage (F Factor). Further, the MOX Fuel Fabrication costs are also driven by many factors which are outside the control of Contractor. These factors include, but are not limited to:

* Intervener actions
* State actions
* DOE Site imposed shutdown
* DOE imposed shutdown
* NRC shutdown
* MOX Fuel Fabrication Plant operating at reduced capacity for reasons beyond the control of the Contractor
* Interruption of Pu feedstock
* DOE changes to fuel irradiation plan
* NRC licensing of burnup limits of MOX fuel
* Actual burnup of MOX fuel (warranties)
* Spent MOX fuel storage and disposal cost (above and beyond costs for LEU fuel)
* Mission reactor availability

Will DOE consider expanding this clause to specify the foregoing as allowable costs for the purpose of determining payment to DOE under this clause?

Answer:

No.

14.b. Additionally, will DOE consider removing the cap on the $10M annual difference between the LEU Fuel Cost Offset and the MOX Fuel Fabrication Cost (excluding reimbursable costs specified in H.11)?

Answer:

DOE will not remove the cap on the $10M annual difference between the LEU Fuel Cost Offset and the MOX Fuel Fabrication Cost.

15. Will the DOE consider re-negotiation of the Contract clauses to a reimbursable type contract if the elements affecting the gain sharing formula fail to meet the minimum conditions needed to keep this enterprise economically viable?

Answer:

No.

16. Reference Section H.14. Will DOE modify the last sentence of H.14 to replace "Breach" with "Termination for Convenience"?

Answer:

No.

17. Reference Section H.15. Will DOE consider modifying the first paragraph to delete the $10M on a fixed price basis for the deactivation of the MOX Fuel Fabrication Facility and reflect that this Option 3 will be performed on a cost-reimbursable plus fee basis with some incentive to be developed during the Base Contract period?

Answer:

No.

18. Reference Section H.17. Will DOE delete sub-paragraph (d) of this clause in its entirety since it represents an unacceptable level of risk for a prudent contractor?

Answer:

The solicitation has been amended to revise subparagraph (d) in its entirety.

19. Will DOE agree to allow the contractor to include an annual "reserve" in its operating costs in the formula to cover MOX fuel warranties?

Answer:

No.

20. Reference Section E, Inspection of Services. Consistent with the request to change H.15 (Deactivation) from a fixed price to a reimbursable cost plus fee, will DOE consider adding the Inspection of Services clause (FAR 52.246-5) and make it applicable to Option 3?

Answer:

No.

21. Reference Section M.2. Is it the intent of the DOE to preclude a single company, such as a U.S. Fuel Fabricator with the necessary recent fuel fabrication experience, from serving as both the Offeror and the Fuel Fabrication Facility Licensee?

Answer:

The solicitation has been amended to delete the last two sentences in Section M.2.a. However, Offerors should be aware of the NRC's regulation at 10 CFR Part 70.11.

22. Reference Section L.32(a)3.c.(3)(a)(4). The revised requirement states, "Provide each mission reactor's current FERC Form 1. If a mission reactor is proposed as part of a multi-unit plant, provide the same information required by the FERC Form 1 for each unit proposed." FERC instructions for providing generating plant statistics require that this data be presented for the total plant rather than individual units, and this is the method used in our most recent Form 1. Trying to break this information out by individual units will require specific approvals of team member's management and extensive work. Will DOE reconsider the requirement to separate out by unit FERC Form 1 data submitted to FERC for a multi-unit plant?

Answer:

Yes. The solicitation has been amended to reflect that the data may be provided for a multi-unit plant if that is how the mission reactor FERC Form 1 was prepared.

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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
S003	07/10/98		N/A

6. ISSUED BY CODE

U.S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, IL 60439

7. ADMINISTERED BY *(If other than Item 6)* Code

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

To All Prospective Offerors

CODE N/A | FACILITY CODE N/A

(✓) ✓ 9.A. AMENDMENT OF SOLICITATION NO. DE-RP02-98CH10888

9.B. DATED *(SEE ITEM 11)* 5/19/98

10.A. MODIFICATION OF Contract/Order NO.

10.B. DATED *(SEE ITEM 13)*

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 __1__ 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 ACKNOWLEDGMENT 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)*

N/A

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

(✓) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER *(Specify type of modification and authority)*

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

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

This amendment consists of two parts: (A) corrections and clarifications to the solicitation and (B) questions received after the Issuance of the Request For Proposals and Amendments S001 and S002 and answers thereto.

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)*
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
(Signature of person authorized to sign)	BY *(Signature of Contracting Officer)*

14. DESCRIPTION OF AMENDMENT/MODIFICATION

A. The Request For Proposals, dated May 19, 1998, as amended, is further amended as follows:

1. Part I, Section H, Clause H.4, GOVERNMENT-FURNISHED PROPERTY, in the second column (Description), second row (Government-Furnished Property), the first paragraph is deleted in its entirety and the following is substituted in lieu thereof:

   "1. Plutonium oxide rendered from a dry process unless the Contractor will utilize plutonium oxide polishing in the MOX Fuel Fabrication process, in which case, the plutonium oxide will be furnished as polished material."

2. Part I, Section H, Clause H.11, COST RESPONSIBILITY AFTER COMPLETION OF HOT START-UP AND TRANSITION TO FULL OPERATIONS, in the first paragraph, add the phrase ", as approved in advance by the Contracting Officer" after the word "costs" in conditions (2) and (3).

3. In Part II, Section I, GENERAL CONTRACT CLAUSES, Subsection I.2, a new clause number 107 is added as follows:

   "107. [RESERVED]"

4. Part III, Section J, Attachment 1, STATEMENT OF WORK, subparagraph II.A.1, the first sentence is deleted in its entirety and the following is substituted in lieu thereof:

   "The Contractor shall perform value engineering for the work specified in paragraphs b., c., and d., of this section in accordance with the clause of this contract entitled, 'FAR 52.248-2, Value Engineering--Architect Engineer (MAR 1990).'"

5. Part III, Section J, Attachment 1, STATEMENT OF WORK, subparagraph II.A.1.a.(15) is deleted in its entirety and the following is substituted in lieu thereof:

   "(15) Must be able to accommodate plutonium oxide meeting the characteristics and impurities specified in Clause H.4, Government-Furnished Property, Tables H-4a and H-4b."

Answer:

Yes. The RFP has been amended to specify that the font size for figures and graphics shall be no less than 8 point.

9.a. Reference RFP Section L.32.(a).2.a.(ii). In Part IV, Section L.32, Instructions for the Submission of Proposals, subsection L.32.(a)2.a.(ii) on page L-19, the RFP does not specifically exclude from the 200 page limit for Volume I, the "Offeror Representations, Certifications and Other Statements of Bidders/Offerors (L.32.(a).3.g.(2), p. L-31) or "Organizational Conflicts of Interest (OCI) Disclosure Statement and Foreign Ownership, Control, or Influence (FOCI) Certification" (L.32.(a).3.g.(3), p. L-31) or Offeror's Procurement System (L.32.(a).3.g.(4), L-31). Will DOE consider the removal of this information from the 200-page limit for Volume I?

9.b. Reference RFP Section L.32.(a).2.a.(ii). Please confirm that the following items are excluded from the 200-page limit on the Technical and Business Management Proposal: All items requested under Section L.32(a)3.a., Format and Content, Items (1) through (3) - which includes the Proposal Form, Table of Contents, SF-33, and the required contract clauses; all items requested under Section L.32(a)3.f., Summary of Exceptions, Deviations, and Assumptions; all items requested under Section L.32(a)3.g, Proposal Information - which includes the Qualification Criteria, Representations and Certifications, Organizational Conflicts of Interest/Foreign Ownership, and Offeror's Procurement System.

Answer:

The 200 page limit applies only to the information provided in response to RFP Section L, Provision L.32, subparagraphs (a).3.b; (a).3.c(1); (a).3.c(2)(a),(b) and (c); (a).3.c.(3)(b); (a).3.d(1); and (a).3.e(3). The RFP has been amended to clarify this.

10. Reference RFP Amendment No. S002. This amendment provided a response to a question (#25) concerning the use of the Proposal Form as the "cover" for proposal binders. DOE provided an affirmative response and issued an amended Section L, Exhibit 1 Proposal Form. The amended form is a two-page document. Is it correct to assume offerors are permitted to modify the document in such a way to include all the requested information in a one page format in order to have it serve as the cover of all proposal binders?

Answer:

Yes.

11. Reference RFP Section L.32(a)3.c.(3)(a)(4). This requirement states, "Provide the mission reactor's current FERC From 1 broken out by unit(s) if the units proposed are part of a multi-unit plant." FERC instructions for providing generating plant statistics require that this data be presented for the total plant rather than individual units, and this is the method used in our most recent Form 1. Is data in this form acceptable to DOE if an Offeror is proposing to use all units within the multi-unit plant for mission reactors?

Answer:

No. The data must be broken out for each individual unit. The RFP has been amended to reflect this.

12. Reference RFP Section L.32. Would DOE consider, as was done for Volumes II and III, reducing the required number of the non-page count documents from the current 20 to a lesser number?

Answer:

No.

13. Will the NRC be the lead federal agency for the NEPA review of the MOX Fuel Fabrication Facility license application?

Answer:

Yes.

14. DESCRIPTION OF AMENDMENT/MODIFICATION

A. The Request For Proposals, dated May 19, 1998, as amended, is further amended as follows:

1. Part I, Section A, Standard Form 33, SOLICITATION, OFFER AND AWARD, Block 9., the text is deleted in its entirety and the following is substituted in lieu thereof:

"Sealed offers in original and the number of copies specified in Provision L.32(a)1. for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in **Refer to Part IV, Section L.33** until **3:00 p.m.** (hour) local time **9/4/98** (date)."

2. Part I, Section F, Clause F.2, DELIVERY REQUIREMENTS, BASE CONTRACT TABLE, in the fourth column (DUE DATE), seventh row (Regulatory Documentation), "Section J.II.A.4.a." is deleted and "Section J.II.A.4.b." is substituted in lieu thereof.

3. Part I, Section H, Clause H.4, GOVERNMENT-FURNISHED PROPERTY, is modified as follows:

1. Subparagraph 14.a. is deleted in its entirety and the following is substituted in lieu thereof:

"Part I, Section H., Clause H.4, GOVERNMENT-FURNISHED PROPERTY, in the second column, (Description) second row, (Government-Furnished Property) paragraphs 1. and 2. are deleted in their entirety and the following is substituted in lieu thereof:

"1. Plutonium Oxide rendered from a dry process.
2. 33 MT of Plutonium rendered from a dry process."

2. In the second column, (Description) fifth row, (Government-Furnished Property) the second sentence is deleted in its entirety and the following is substituted in lieu thereof:

"Offerors shall submit a signed original and nineteen copies of the Technical and Business Management proposal, a signed original and nine copies of the Cost proposal , and a signed original and two copies of the Environmental Critique proposal."

b. Paragraph (a)3.a., Format and Content, is deleted in its entirety and the following is substituted in lieu thereof:

"a. Format and Content The proposal shall, at a minimum, contain the information specified below in accordance with the following general format:

(1) Proposal Form. (Part IV, Section L, Exhibit 1.)

(2) Table of Contents.

(3) Standard Form 33 (Part I, Section A) and RFP Items Required To Be Completed. Standard Form 33, RFP clauses and the Attachment identified below are required to be completed and included here:

(i) RFP Section F.1, "Period of Performance," with the estimated on or about completion date for the base contract effort, and the term through dates (expressed in number of months) for the base contract and Options 1, 2 and 3 inserted in the appropriate spaces.

(ii) RFP Section H, Clause No. H.13, "Fuel Fabricator to Perform Fuel Fabrication Services," with the name of the fuel fabricator inserted; and Clause No. H.14, "Mission Reactors To Perform Irradiation Services," with the name(s) of the utility company(ies) and the NRC licensed CLWR's inserted.

(iii) RFP Sections I.1, I.2, I.3 and I.4, Clause FAR 52.223-3, "Hazardous Material Indemnifications and Material Safety Data (JAN 1997)," with the hazardous material and identification number, if any, inserted and FAR 52.227-23, "Rights to Proposal Data (Technical) (JUN 1987)," with the page numbers and proposal date inserted.

(iv) RFP Section J, Attachment 5, "Key Personnel," with the names of the individuals assigned as Key Personnel listed.

(4) Technical and Business Management Discussion. - This section should follow the sequence of the numbered paragraphs of the Evaluation Criteria in Part IV - Section M. It should address the items in the following paragraphs b through g."

c. Part IV, Section L, Provision L.32, paragraph (a)3.b.(3)(a), subparagraphs (ii) and (iii) are deleted in their entirety and the following subparagraphs (ii) and (iii) are substituted in lieu thereof and a new subparagraph (iv) is added:

"ii. For Advanced Test Reactor (ATR) test irradiations from existing capabilities and equipment at the TA-55 facility at Los Alamos National Laboratory. For the purposes of preparation of the fuel qualification plan, the Offeror may assume that the TA-55 facility for fabrication of ATR pins (up to 0.02 MTHM/year) to achieve fuel product specifications will be operational six months after the SPD EIS ROD.

iii. For limited amounts of commercial reactor test pins (up to 1 MTHM/year) from the TA-55 facility. For the purposes of preparation of the fuel qualification plan, the Offeror may assume that the TA-55 facility for fabrication of commercial reactor test pins to achieve fuel product specification using existing

equipment and additional equipment supplied by the Offeror will be operational 3 years after the SPD EIS ROD.

iv. From a dedicated lead assembly fuel fabrication facility at a DOE Host Site identified in the SPD EIS ROD for lead assembly fabrication if (i), (ii) and (iii) do not meet the Offeror's needs. (See ORNL/TM-13573, Characterization of Candidate DOE Sites for Fabricating MOX Fuel for Lead Assemblies). For DOE Host Sites to be named in the SPD EIS ROD for the purposes of fabrication of MOX test/demonstration fuel, assume facilities will be operational four and one half years after the SPD EIS ROD."

d. In paragraph (a)4., subparagraph (b), the following new subparagraph (3) is added:

"(3) RFP Clauses Required To Be Completed. The RFP clauses identified below are required to be completed and included here:

(i) RFP Section B.2, "Estimated Cost, Fixed Fee, Obligation of Funds, and Financial Limitations," with the Offeror's total estimated cost and fixed fee for the base contract inserted in the appropriate spaces.

(ii) RFP Section H, Clause No. H.12, "PAYMENT AFTER TRANSITION TO FULL OPERATIONS OF THE MOX FUEL FABRICATION FACILITY," with the fraction [F] (0 to 1) of the savings payable to the government completed. The Offeror shall indicate the fraction [F] (0 to 1) of the savings payable to the Government in accordance with Clause H.12. NOTE: [F] does not have to be a fixed fraction but may vary as a function of the savings.

(iii) RFP Section I.2 Clause, FAR 52.225-15, "Buy American Act...," with the unit of measure, quantity, and price for price

comparison purposes inserted in paragraph (d), if applicable."

e. In paragraph (a)4., subparagraph "(c)" is deleted in its entirety and subparagraph "(d)" is redesignated to be paragraph "(c)".

f. In subparagraph (a)5., paragraph "(2)" is deleted in its entirety and is substituted with the following paragraph "(b)" in lieu thereof:

"(b) Format and Content. The proposal shall, at a minimum, contain the information specified below in accordance with the following general format

(1) Proposal Form. (Part IV, Section L, Exhibit 1.)

(2) Table of Contents.

(3) Environmental Data and Analysis. All Offerors must submit the environmental data and analyses requested in Part IV, Section l, Exhibit 4."

15. Part IV, Section L, Provision L.33, paragraph (a) is deleted in its entirety and the following is substituted in lieu thereof:

"(a) Signed Originals

Copy No. 1 of the proposal shall contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals for the copies specified in L.32(a)1. is acceptable."

16. Part IV, Section M, Provision M.2, subparagraph a. is deleted in its entirety and the following is substituted in lieu thereof.

"a. The Offeror must propose a Fuel Fabricator (who will be the NRC licensee) to provide the fuel fabrication services required in the Statement of Work. The proposed Fuel Fabricator must have fabricated fuel for light water reactors with a minimum thermal power rating of 20MW within the past year of the date of issuance of this solicitation. The Offeror must identify the proposed Fuel Fabricator in

Clause H.13. The Offeror itself, as a joint venture or some other legal entity, cannot be proposed as the fuel fabricator and NRC licensee. However, a qualified member of the joint venture or other legal entity, acting in its own capacity, could be proposed as the fuel fabricator and NRC licensee."

B. QUESTIONS RECEIVED AFTER THE ISSUANCE OF THE FINAL REQUEST FOR PROPOSALS

1. Would you please indicate the expected date of the SPD EIS ROD (Since many other actions in the RFP are keyed from this date).

Answer:

The SPD EIS ROD is scheduled to be issued in February 1999.

2. Which of the following elements of Safeguards and Security at the fuel fabrication facility will be under DOE oversight, NRC oversight, or not applicable?

Answer:

DOE vs. NRC oversight responsibility for the elements in question are as annotated below:

Safeguards Planning	**NRC**
Security Planning	**DOE**
Vulnerability Analyses	**DOE**
Protective Forces (within PIDAS)	**DOE**
Material Control	**NRC**
Material Accountability	**NRC**
Personnel Security	**DOE**
Classified Matter Protection and Control	**DOE**
Unclassified and Classified Information Systems Security	**DOE**
Communications Security (COMSEC)	**DOE**
Operational Security (OPSEC)	**DOE**
Technical Security/TEMPEST	**DOE**
Counterintelligence (CI)	**DOE**
Property Management and Protection of Government Property	**DOE**
S&S System Maintenance	**DOE**
Self Assessment Program	**DOE**
S&S Systems Performance Testing and Assurance Program	**DOE**
Security Education/Awareness Training	**DOE**
Foreign Ownership, Control, and Influence (FOCI) Programs	**DOE**

3. Will the documentation requirements for a Part 70 license submittal (Fundamental Nuclear Material Control Plan, Safeguards Contingency Plan, and Physical Security Plan) be eliminated for elements of Security which come under DOE oversight?

8. Reference Section H.4 and J.II.B.7. Will the MO-1 package be certified for shipping fuel pins.

Answer:

The MO-1 will be certified to accommodate fuel pin boxes of a length up to 159 inches for shipment of either PWR or BWR fuel pins. The solicitation has been amended to reflect this.

9. Reference Section H-6, Table H.6. Please clarify the provision of host site services. Does emergency medical services include routine occupational medicine services, such as pre-employment/periodic physical exams, work place monitoring, fitness for duty programs, etc.?

Answer:

The term "Emergency Medical Services" refers only to emergency medical services. Services such as pre-employment/periodic physical exams, work place monitoring, and fitness for duty programs are not covered.

10. Reference Section H-6, Table H.6. Please clarify the list of environmental services, as the list provided does not cover the full scope of services required. We assume that this covers the environmental surveillance and monitoring program but it should be clarified if other environmental services are covered such as permit writing, environmental compliance analysis, regulatory interface, environmental auditing, pollution prevention, waste minimization, NEPA analysis, natural resources analysis, cultural resources analysis, etc. Please confirm.

Answer:

The list of environmental services provided in Table H-6 covers only the DOE Host Site furnished site-wide environmental monitoring and surveillance program. The Contractor will be responsible for all other environmental services.

11. Please clarify the expected cost analysis requirements, i.e., does the contractor provide required cost analysis for the host site services in this proposal or are these negotiated at a later date?

Answer:

Offerors are not required to include a cost analysis of Government-Furnished Property or Government-Furnished Services in response to the solicitation. Government-furnished property and services are provided at no cost to the Contractor.

Answer:

Section L, Exhibit 1, Proposal Form, has been revised to add the information required by provision L.1(c)(2). The Proposal Form, which serves several purposes, shall be used as the cover for each proposal volume. Provision L.32 has also been revised accordingly.

26. Reference Section L.32(a)1. This section indicates the need to submit a signed original and 20 copies of all three volumes of the proposal. Volume III (Environmental Critique Proposal) will be quite voluminous, due to the requirements to provide copies of numerous plant FSAR sections and other documents. We estimate the volume of these documents to be approximately 1500 pages per copy for each reactor plant involved with the proposal. Please confirm DOE's interest in receiving 20 copies of this information.

Answer:

Provision L.32(a) has been revised to require an original and two copies of Volume III, Environmental Critique proposal. Additionally, the number of copies of Volume II, Cost Proposal, has been reduced to an original and nine copies.

27. Reference Section L.32(a)3. The first paragraph indicates that "no cost information shall be included in the Technical and Business Management Proposal." This conflicts with Section L.32.(a)3.a(ii) and (iv) which requires the inclusion of cost information in the Technical and Business Management Proposal volume. Please clarify.

Answer:

Provision L.32(a)3.(a) has been revised to delete Subparagraphs (ii) and (iv). The content of these subparagraphs has been moved to Provision L.32.(a)4.(b).

28. Reference Section L.32.(a)3a(vi). Reference is made to Section J.3 for "key personnel". We believe this should be Section J, Attachment 5. Please confirm.

Answer:

The correct reference is Section J, Attachment 5. The solicitation has been corrected.

29. Section L.32(a)3b(3)(ii). This section refers to availability of up to 1 MTHM/yr for test pin fabrication. Please confirm this throughput.

of the Offeror's estimated cost to perform the required work as set forth in the Statement of Work (SOW) for the base period." Because the Project Management section indicates that the cost proposal is the basis for the initial Project Baseline Plan, one can conclude that the Initial Project Baseline Plan would only include costs for the Base Contract Period. Is that in fact the case?

Answer:

Yes.

34. Note 3 of the checklist (Section J, Attachment 4) states that the summary cost plan provided in the Contractor's proposal shall be extended and displayed down the the work package level of the WBS. This Note does not state that the cost plan should cover the base contract period only. Is that in fact the case?

Answer:

See Section J, Attachment 1, subparagraph II.D.1.a.(3) for additional information on preparation of the cost plan.

35. Should the cost plan described in the reporting requirements checklist include costs only for the base contract period consistent with the Cost Proposal, or for the lifecycle duration of the MOX Fuel Fabrication and Reactor Irradiation Services Project?

Answer:

See Section J, Attachment 1, subparagraph II.D.1.a.(3) for additional information on preparation of the cost plan.

36. Reference Section L, Exhibit 4. The following questions apply to this exhibit.

    a. Page 1, item a. Please define further the text reference to "existing regulatory agreements". Please provide examples of these documents that are expected.

    Answer:

    The term "existing regulatory agreements" refers to those permits and agreements between the owner and the regulator (state/Federal). Examples are National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61) agreements and National Pollutant Discharge Elimination System (40 CFR Part 125) permits.

44. May the Offeror itself be considered the fuel fabricator and NRC licensee?

Answer:

The Offeror itself, as a joint venture or some other legal entity, cannot be proposed as the fuel fabricator and NRC licensee. However, a qualified member of the joint venture or other legal entity, acting in its own capacity, could be proposed as the fuel fabricator and NRC licensee. The proposed fuel fabricator and NRC licensee can, of course, draw upon the resources of other members of the joint venture or other legal entity through appropriate contractual arrangement.

45. a. Does the Qualification Criterion requirement that, "The proposed Fuel Fabricator must have experience in fabricating commercial nuclear reactor fuel for commercial light water reactors within the past year of the date of issuance of this solicitation....", include experience in the fabrication of light water reactor fuel procured by the Government from commercial fabricators?

b. Would the fabrication of fuel for commercial, government or research reactor fuels be sufficient to meet the requirement?

Answer:

a. Yes. The RFP has been modified to reflect this.

b. In addition, the proposed Fuel Fabricator must have fabricated fuel for light water reactors with a minimum thermal power rating of 20 MW within the past year of the date of issuance of this solicitation. The RFP has been modified to reflect this.

14. DESCRIPTION OF AMENDMENT/MODIFICATION

a. Part I, Section H, Clause H.4, GOVERNMENT-FURNISHED PROPERTY, in the second column, second row, the first paragraph is deleted in its entirety and the following is substituted in lieu thereof:

"1. Plutonium oxide derived from a hydride-dehydride or a direct oxidation process."

b. Part I, Section H, Clause H.11, COST RESPONSIBILITY AFTER COMPLETION OF HOT START-UP AND TRANSITION TO FULL OPERATIONS, is deleted in its entirety and the following is substituted in lieu thereof:

"H.11 COST RESPONSIBILITY AFTER COMPLETION OF HOT START-UP AND TRANSITION TO FULL OPERATIONS

Upon DOE acceptance of the Contractor's Certification of Successful Completion of Hot Start-Up Testing and Transition to Full Operations of the MOX Fuel Fabrication Facility in accordance with the Functional and Operability Testing Plan, the Contractor shall be responsible for all further costs necessary to perform the Statement of Work under Option 2, with the exception of the Government-furnished property and services provided to the Contractor under this contract and certain reimbursable costs subject to conditions specified as follows: (1) direct costs incurred for NRC licensing and oversight of the MOX Fuel Fabrication Facility, including IAEA support, but excluding any overhead, fringe, and G&A costs, (2) any MOX Fuel Fabrication Facility capital improvement costs incurred as a result of NRC regulatory changes that are directly related to the use of MOX fuel; and (3) any mission reactor capital improvement costs incurred as a result of NRC regulatory changes that are directly related to the use of MOX fuel.

With respect to any unallowable direct and indirect costs under this clause, and notwithstanding any other provisions of this contract, the Contractor shall absorb, without reimbursement from the Government, all such direct and indirect costs (overhead, fringe, G&A etc.) and said absorbed costs shall not be otherwise charged to any Government contract."

in the Government-Furnished plutonium oxide. For your information, see Provision L.17 which references Report No. ORNL/MD/LTR-127, 'Data Report for Generic Site Add-On Facility for Plutonium Polishing.' This report describes a process which could be used for plutonium polishing if such a process is desired."

h. Part IV, Section L, Exhibit 4, ENVIRONMENTAL DATA AND ANALYSES, *General Information on MOX Fuel Fabrication Facility*, in the first data table, Process Building/Size (m^2), the number "9,300" is deleted and is replaced with the number "11,150"; Administration Bldg./Number of Levels, the number "1" is deleted and is replaced with the number "2"; Warehouse/Number of Levels, the number "2" is deleted and is replaced with the number "1"; and, Utility Substation/Number of Levels, "N/A" is deleted and is replaced with the number "1". In the fifth data table, LANL Estimate/Average Annual Dose (in mrem), "1.5E-5" is deleted and is replaced with "3.3E-5"; LANL Estimate/Total Annual Dose (in person-rem), "4.5E-3" is deleted and is replaced with "1E-2"; and, LANL Estimate/Maximum for an Individual(in mrem), "2.5E-3" is deleted and is replaced with "5.5E-3". In the eighth data table, MOX Est./Sanitary Waste/Liquid (liters/yr), "2.5E+07" is deleted and is replaced with "2.2E+07".

In addition, the following paragraph is added at the end of Exhibit 4:

"If your technical approach for the MOX Fuel Fabrication Facility incorporates a plutonium polishing process, please indicate whether the data report, ORNL/MD/LTR-127, 'Data Report for Generic Site Add-On Facility for Plutonium Polishing', provides a reasonable estimation of the environmental parameters that would be associated with your proposed process. For those parameters of your proposed plutonium polishing process which are not similar to those listed in the data report, please provide revised environmental parameters."

i. Standard Form 33, SOLICITATION, OFFER AND AWARD, Block 9., substitute the date "9/4/98" for the date "8/14/98".

j. Part IV, Section L, Provision No. L.33, SUBMISSION OF PROPOSALS, paragraph (c), substitute the date "September 4, 1998" for the date "August 14, 1998".

Clause H.11 "Cost Responsibility After Completion of Hot Start-up and Transition to Full Operations"

Upon DOE acceptance of the Contractor's Certification of Successful Completion of Hot Start-up Testing and Transition to Full Operations, the Contractor shall be responsible for all costs of performing the Statement of Work under Option 2, with the exception of the Government furnished property and services provided to the Contractor. In addition, the Contractor shall be reimbursed for (1) direct costs incurred as part of the MOX Fuel Fabrication Facility license as a result of NRC oversight, including IAEA support, but excluding any applicable overhead, fringe, and G&A costs; (2) any MOX Fuel Fabrication Facility capital improvement costs incurred as a result of NRC regulatory changes that are directly related to the use of MOX fuel; and (3) any mission reactor capital improvement costs incurred as a result of NRC regulatory changes that are directly related to the use of MOX fuel.

Clause H.21 "Work Authorized Prior to Record of Decision"

Until the Surplus Plutonium Disposition Environmental Impact Statement Record of Decision is issued, the Contractor will be limited to performing those elements of the base contract Statement of Work contained in Clause H.21 as authorized by the Contracting Officer.

Clause H.24 "Right to Lease"

DOE reserves the right to lease to the Contractor the real property, land and improvements thereon, associated with the MOX Fuel Fabrication Facility for the nominal fee of $1.00 per year.

CONTRACT CLAUSES (SECTION I)

Organizational Conflicts of Interest/Foreign Ownership, Control, or Influence (Reference Sections I and K)

Award of the contract will be subject to the Organizational Conflicts of Interest (OCI) and Foreign Ownership, Control, or Influence (FOCI) clearances of the selected offeror and any subcontractor(s). All offerors and subcontractor(s) are required to complete the OCI Disclosure Statement and FOCI Certificate, located in Part IV - Section K of this RFP. In addition, offerors should note clauses, DEAR 952.209-72, "Organizational Conflicts of Interest" and DEAR 952.204-74, "Foreign Ownership, Control, or Influence Over Contractor" in Part II, Section I.

Price-Anderson Indemnification

DEAR Clause 952.250-70, Nuclear Hazards Indemnity Agreement, will be included in the contract to indemnify the Contractor from public liability which arises out of or results from a

PART I

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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PART I

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING PROCURED

(a) The Contractor shall, in accordance with the terms of this contract, provide the personnel, facilities, equipment, materials 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 the necessary and related work to accomplish the requirements of the Base Contract Statement of Work (SOW), set forth in Part I, Section C - Description/Specifications/Work Statement.

(b) The Government has the unilateral right to extend the term of this contract for the performance of the SOW for Option 1, as described in Part III, Section J, Attachment 1, Subpart III in accordance with Clause H.9, Options to Extend Services.

(c) The Government has the unilateral right to extend the term of this contract for the performance of the SOW for Option 2, as described in Part III, Section J, Attachment 1, Subpart IV in accordance with Clause H.9, Options to Extend Services.

(d) The Government has the unilateral right to extend the term of this contract for the performance of the SOW for Option 3, as described in Part III, Section J, Attachment 1, Subpart V in accordance with Clause H.9, Options to Extend Services.

(e) The Contractor shall ensure the performance of Value Engineering services in accordance with the clause of this contract entitled, Value Engineering -- Architect-Engineer (MAR 1990) for the design of the MOX Fuel Fabrication Facility in accordance with the requirements contained in Part III, Section J, Attachment 1, Subpart II.A.1, Facility Design. The estimated cost and fixed fee for this effort shall not be separately priced, but be included in the overall estimated cost and fixed fee for performance of the work under this contract in paragraph B.2. below.

(f) All work under this contract shall be performed under the general guidance and direction of the Technical Manager whose responsibilities are defined in the clause entitled "Technical Direction and Surveillance" set forth in Part I, Section H - Special Contract Requirements. Such guidance and direction shall not, however,

(f) When funds are obligated under this contract, DOE shall inform the Contractor in writing regarding any limitations on amounts available for operating and plant and capital equipment expenditures under this contract. The limitations so established shall be binding on the Contractor.

(g) The clause entitled "Limitation of Funds" shall be applicable and the clause entitled "Limitation of Cost" inapplicable until such time as an amount equal to the estimated cost and fixed fee set forth in paragraphs (a) and (b) above is obligated to this contract, and thereafter the Limitation of Cost clause shall be applicable and the Limitation of Funds clause inapplicable.

PART I

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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PART I

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The Base Contract Statement of Work to be performed under this contract is set forth in PART III, Section J, Attachment 1, Subpart II. The Statement of Work to be performed under this contract for Options 1, 2 and 3, if exercised, are set forth in Part III, Section J, Attachment 1, Subparts III, IV and V, respectively.

C.2 PLANS AND REPORTS

The Contractor shall prepare and submit (postage prepaid) the plans and reports indicated on DOE F 1332.1, Reporting Requirements Checklist, in Part III, Section J, Attachment 4, to the addresses indicated in the attachment to the form. Preparation of the specified plans and reports shall be in accordance with DOE Order 1332.1A, "Uniform Reporting System". The level of detail the Contractor must provide in the plans and reports shall be commensurate with the scope and complexity of the task and the reporting categories delineated in Block 4, Planning and Reporting Requirements, or Block 6, Special Instructions, on the DOE F 1332.1 or in a particular contract clause. The Contractor shall be responsible for levying appropriate reporting requirements on any subcontractors in such a manner to ensure that data submitted is compatible with the data elements that the prime contractor is responsible for submitting to DOE. If subcontractors are involved, the prime contractor plans and reports submissions shall be structured in such a manner to permit clear identification of the subcontractor's cost and manpower inputs. Plans and reports submitted in compliance with this provision are in addition to any other reporting requirements of this contract.

PART I

SECTION D

PACKAGING AND MARKING

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PART I

SECTION E

INSPECTION AND ACCEPTANCE

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E.2 FAR 52.246-10 INSPECTION OF FACILITIES (APR 1984) (APPLICABLE TO OPTIONS 1, 2 AND 3)

(a) Definition. "Contractor's managerial personnel," as used in this clause, is defined in the Liability for the Facilities clause of this contract.

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

(c) The Government has the right to inspect and test the facilities and work called for by the contract, to the extent practicable at all places and times, including the period of manufacture. The Government may also inspect the facilities and work at the plant or plants of the Contractor or its subcontractors engaged in the performance of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work to be performed by the Contractor under this contract or any related contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) The Contracting Officer may, at any time, require the Contractor to correct or replace facilities or work that is defective or does not conform to contract requirements. Except as provided in paragraph (f) below, corrections and replacements shall be at Government expense if, under the terms of this contract, the facilities or work corrected or replaced were initially furnished, or required to be performed at Government expense.

(f) The Contracting Officer may, at any time, require the Contractor to correct or replace facilities or work that is defective or does not conform to contract requirements, without cost to the Government under this contract or any related contract or subcontract, if the defects or failures are due to fraud, lack of good

faith, or willful misconduct on the part of the Contractor's managerial personnel; or to the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(g) Corrected or replacement facilities or work shall be subject to this clause in the same manner as facilities or work originally completed under the contract.

E.3 ACCEPTANCE

Acceptance of all work and deliverables under this contract (including reporting requirements) shall be accomplished by the Contracting Officer or any duly authorized representative. Acceptance criteria for deliverables required by this contract (excluding reporting requirements) are detailed in Section F.2, Delivery Requirements.

PART I

SECTION F

DELIVERIES OR PERFORMANCE

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PART I

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The performance of the work for the Base Contract described in Part I, Section C - Description/Specifications/Work Statement shall commence at the time of contract award, and shall continue to completion thereof, estimated to occur on or about _____, unless sooner terminated as hereinafter provided or extended by exercise of any, or all, of the options contained in Part I, Clause H.9 - Options to Extend Services. The following is a summary of the period of performance for the base contract and option periods.

Description	Term
Base Contract	Contract award date through _____ (insert the number of months after Base Contract award date through completion of the Base Contract).
Option 1 Construction and Cold Start-up of the MOX Fuel Fabrication Facility and Modifications of Mission Reactors and Site Facilities	Option 1 award date through _____ (insert the number of months between Option 1 award date through completion of Option 1).
Option 2 Hot Start-up and Operation of the MOX Fuel Fabrication Facility and Reactor Irradiation Services	Option 2 award date through _____ (insert the number of months between Option 2 award date through completion of Option 2).
Option 3 Deactivation of the MOX Fuel Fabrication Facility	Option 3 award date through _____ (insert the number of months between Option 3 award date through completion of Option 3).

F.2 DELIVERY REQUIREMENTS

The Contractor shall submit to the Contracting Officer the deliverables contai ned in the following chart by the due date described therein:

BASE CONTRACT

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
*Advanced Conceptual Design	See Section J.II.A.1.b. (1) Initial Conceptual Design (2) Advanced Conceptual Design	Design addresses requirements of J.II.A.1.a, information requested in description, and is accurate and timely.	See Section J.II.A.1.d (1)
Preliminary Design Packages	See Section J.II.A.1.c.	Design contains all information requested, is accurate and timely.	See Section J.II.A.1.d (2)
Final Design Packages	See Section J.II.A.1.d.	Design contains all information requested, is accurate and timely.	See Section J.II.A.1.d (3)
MOX Fuel Fabrication Facility Long Lead Time Procurement Plan	See Section J.II.A.2.	Plan contains all information requested, is accurate and timely.	See Section J.II.A.2.
Work Task Agreement (WTA)	See Section J.II.A.3	The WTA contains all information requested, is accurate and timely	See Section J.II.A.3
Regulatory Management Plan	See Section J.II.A.4.a.	Plan contains all information requested, is accurate and timely.	See Section J.II.A.4.a.
Regulatory Documentation	See Section J.II.A.4.a.	An authorized representative of the contractor shall provide the documentation to DOE.	See Section J.II.A.4.a.
Facility Quality Assurance Plan	See Section J.II.A.5.	Requirements specified in 10 CFR Part 50, Appendix B	See Section J.II.A.5.
Construction Market Analysis and Prospective Bidders Report	See Section J.II.A.7.	Report contains all information requested, is accurate and timely.	See Section J.II.A.7.
Deactivation Plan	See Section J.II.A.8.	Plan contains all information requested, is accurate and timely.	See Section J.II.A.8.
MOX Fuel Safeguards Plan	See Section J.II.A.9.	Applicable NRC Safeguards Requirements, including applicable IAEA Standards.	Within 13 mos. after award of contract.
MOX Fuel Security Plan	See Section J.II.A.10.	Applicable DOE Security Requirements.	See Section J.II.A.10.
Fuel Qualification Plan	See Section J.II.B.2.	Plan contains all information requested, is accurate and timely	See Section J.II.B.2.
DOE Host Site Facility(s) Recommendation Report	See Section J.II.B.3.	Report contains all information requested, is accurate and timely.	See Section J.II.B.3.
Work Task Agreement	See Section J.II.B.4.	Work Task Agreement contains all information requested, is accurate and timely.	See Section J.II.B.4
Certification of Successful Completion of Fuel Qualification Plan	See Section J.II.B.5.	An officer of the contractor shall certify completion.	See Section J.II.B.5.
Fuel Qualification Long Lead Time Procurement Plan	See Section J.II.B.6.	Plan contains all information requested, is accurate and timely.	See Section J.II.B.6.
Mission Reactors System Modification Plan(s)	See Section J.II.C.1.b.	Plan(s) address requirements of J.II.C.1.a, information requested in description, and are accurate and timely.	See Section J.II.C.1.b.

OPTION 2

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
Certification of Successful Completion of Hot Start-up Testing and Transition to full Operations in Accordance with Functional and Operability Testing Plan	See Section J.IV.A.1.	An officer of the contractor shall certify completion.	See Section J.IV.A.1.
Certification of Completion of the MOX Fuel Fabrication Process Qualification Plan	See Section J.IV.A.2.	An officer of the contractor shall certify completion.	See Section J.IV.A.2.
Deactivation Plan	See Section J.IV.A.8.	Plan contains all information requested, is accurate and timely.	See Section J.IV.A.8.
Work Task Agreement	See Section J.IV.A.9.	The Work Task Agreement contains all information requested, is accurate and timely.	See Section J.IV.A.9.
Mission Reactors Annual Inventory Report	See Section J.IV.C.1.	The report contains accurate information from all mission reactors.	See Section J.IV.C.1.
Two-Year MOX Fuel Delivery Schedule	See Section J.IV.C.2.	The schedule contains accurate information from all mission reactors.	Annually (See Base Contract)

OPTION 3

ITEM/ DELIVERABLE	DESCRIPTION	INSPECTION/ ACCEPTANCE CRITERIA	DUE DATE
Certification of Deactivation Completion	See Section J.V.A.1	An Officer of the contractor shall certify completion in accordance with the approved Deactivation Plan	Upon completion of deactivation
Work Task Agreement	See Section J.V.A.2	The Work Task Agreement contains all requested information, is accurate and timely.	See Section J.V.A.2.

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

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

F.4 FAR 52.242-16 STOP-WORK ORDER - FACILITIES (AUG 1989)
(APPLICABLE TO OPTIONS 1, 2 AND 3)

(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 acquisition, construction, or installation 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, at Government expense, immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination of Work clause of this contract.

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

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

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

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

(d) An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop-work order under this clause. The Government shall not be liable to the Contractor for damages or loss of profits because of a stop-work order issued under this clause.

PART I

SECTION G

CONTRACT ADMINISTRATION DATA

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PART I

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract is subject to the following procedures:

(a) Subject Line(s) - All correspondence should contain a subject line, commencing with the contract number and subject matter. An example is illustrated below:

SUBJECT: CONTRACT NO. (Insert the contract number), REQUEST FOR SUBCONTRACT CONSENT.

(b) Technical Correspondence - Technical correspondence (as used herein, this term excludes correspondence where patent or proprietary data issues are involved or correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) should be addressed to the DOE/Technical Manager (TM), with an information copy of the correspondence to the DOE Contract Specialist.

(c) Correspondence Regarding Inventions - All correspondence for Patent related matters (inventions, etc.) should be mailed to:

U. S. Department of Energy
Chicago Operations Office
Office of Intellectual Property Law
9800 S. Cass Avenue
Argonne, Illinois 60439

Information copies of patent related correspondence should be sent to the Contracting Officer.

Also see the paragraph entitled "Publication", if included in this contract, under the article entitled, "Patent Rights" set forth in Part II, Section I, of this contract and the DOE F 1332.1 - Reporting Requirements Checklist set forth in Part III, Section J - List of Attachments, of this contract.

(d) Other Correspondence - All other correspondence, except for reporting of inventions, should be addressed to the Contracting Officer, with information copies of the correspondence to the DOE TM and DOE Intellectual Property Counsel when deemed appropriate (where patent or technical data issues are involved).

G.2 GOVERNMENT CONTACTS FOR POST AWARD ADMINISTRATION

(a) DOE Contracting Officer

For definition see Part II, Section I, Clause 1, "Definitions" of this contract.

The Contracting Officer is the only official who can:

(1) assign additional work within the general scope of the Statement of Work of the contract;

(2) issue a change as defined in the "Changes" clause of the contract;

(3) cause an increase or decrease in the total estimated cost or the time required for contract performance;

(4) change any of the expressed terms, conditions or specifications of the contract; and

(5) accept non-conforming work.

(b) DOE Contract Specialist for Administration

The Contract Specialist should be used as the point of contact for all but technical and patent related matters (see G.1).

The Contract Specialist for this contract is:

Name: _____*_____

Address: Acquisition and Assistance Group
U. S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, Illinois 60439

Telephone No.: _____*_____

Any change in the DOE Contract Specialist may be made administratively by letter from the Contracting Officer.

(c) DOE Technical Manager (TM)

The limitations of the Technical Manager's authority are defined in Part I, Section H, "Technical Direction and Surveillance" clause.

The performance of work under this contract is subject to the direction of the TM in accordance with the "Technical Direction and Surveillance" clause of the contract. The TM should be used as the point of contact on all technical matters (see G.1 (b)). The TM for this contract is:

Name: _____*_____

Address: _____*_____

_____

_____

Telephone No.: _____*_____

Any change in the DOE TM may be made administratively by letter from the Contracting Officer.

* To be determined

(d) DOE Intellectual Property Counsel

See G.1(c).

(e) DOE Property Administrator

Property correspondence should be addressed to the Contracting Officer and property matters referred to the Contract Specialist unless property administration has been delegated, in which case, separate instructions will be sent administratively by letter from the Contracting Officer, which will supersede this paragraph G.2(e).

G.3 BILLING INSTRUCTIONS

Vouchers: Certified origina l vouchers shall be submitted to the Payment Office and copies shall be submitted to the DOE Contract Specialist (See G.2 (b)) and the DOE Technical Manager (See G.2 (c)) in accordance with the Billing Instructions set forth in Part III, Section J - List of Attachments, and in accordance with the Allowable Cost and Payment provisions of this contract as set forth in Part I, Section H and Part II, Section I.

Additionally, the Contractor shall identify the individual in its organization to be contacted relative to each voucher.

PART I

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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*Clauses are applicable to the Base Contract effort and Options 1, 2, 3 in accordance with the following codes which follow the title of each clause:

B = Base Contract
1 = Option 1
2 = Option 2
3 = Option 3

PART I

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 TECHNICAL DIRECTION AND SURVEILLANCE

(a) The work to be performed by the Contractor under this contract is subject to the surveillance and written Technical Direction of a "Technical Manager", identified in Part I, Section G, who shall be specifically appointed by the Contracting Officer in writing. The term "Technical Direction" is defined to include, without limitation, the following:

(1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise provide technical guidance to the Contractor in order to accomplish the tasks and requirements stated in Part I, Section C - Description/ Specifications/Work Statement of this contract.

(2) Provision of information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of Part I, Section C - Description/Specifications/Work Statement of this contract.

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

The Technical Manager shall monitor the Contractor's performance with respect to compliance with the requirements of this contract.

(b) Technical direction and management surveillance shall not impose tasks or requirements upon the Contractor additional to or different from the tasks and requirements stated in Part I, Section C - Description/Specifications/Work Statement of this contract. The Technical Direction to be valid:

(1) Must be issued in writing consistent with the tasks and requirements stated in Part I, Section C - Description/ Specifications/Work Statement of this contract; and

37.	FAR 31.205-27	Organization costs	Apr. 1988
38.	FAR 31.205-28	Other business expenses	Apr. 1984
39.	FAR 31.205-29	Plant protection costs	Apr. 1984
40.	FAR 31.205-30	Patent costs	Apr. 1984
41.	FAR 31.205-31	Plant reconversion costs	Apr. 1984
42.	DEAR 931.205-32	Precontract costs	Apr. 1984
43.	FAR 31.205-33	Professional and consultant service costs	Oct. 1997
44.	FAR 31.205-34	Recruitment costs	Apr. 1984
45.	FAR 31.205-35	Relocation costs	July 1987
46.	FAR 31.205-36	Rental costs	Dec. 1996
47.	FAR 31.205-37	Royalties and other costs for use of patents	Apr. 1986
48.	FAR 31.205-38	Selling costs	May 1997
49.	FAR 31.205-39	Service and warranty costs	Apr. 1986
50.	FAR 31.205-40	Special tooling and special test equipment costs	Apr. 1986
51.	FAR 31.205-41	Taxes	Mar. 1996
52.	FAR 31.205-42	Termination costs	Oct. 1997
53.	FAR 31.205-43	Trade, business, technical, and professional activity costs	Oct. 1995
54.	FAR 31.205-44	Training and education costs	Aug. 1987
55.	FAR 31.205-45	Transportation costs	Apr. 1984
56.	FAR 31.205-46	Travel costs	Dec. 1997
57.	FAR 31.205-47	Costs related to legal and other proceedings	Oct. 1996
58.	FAR 31.205-48	Deferred research and development costs	Apr. 1984
59.	FAR 31.205-49	Goodwill	Aug. 1984
60.	FAR 31.205-50	[Reserved]	
61.	FAR 31.205-51	Cost of alcoholic beverages	Apr. 1986
62.	FAR 31.205-52	Asset valuations resulting from business combinations	July 1990

H.4 GOVERNMENT-FURNISHED PROPERTY

Pursuant to paragraphs (a) (2) of the clauses entitled, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)" and "Government Property (Consolidated Facilities) (MAR 1996) (Modified)", set forth in Part II, Section I, the following item(s) shall be furnished by the Government at no cost to the Contractor for performance of the work hereunder:

Table H-4a
PuO_2 Powder Characteristics and Impurities

The plutonium oxide delivered to the Contractor will be characterized for Pu isotopics and impurities. The elemental impurities will be less than the values specified below and on the following page.

CHARACTERISTICS

Pu Content (weight %, Pu/PuO_2 X 100)	86-88.2
Pu Isotopics	Reported when delivered
^{241}Am (weight %, $^{241}Am/Pu$ X 100)	<0.5
Surface Area, square meters per gram	Reported when delivered
Particle Size, micrometers	1. 95-100% < 44 2. 99-100% < 100

Am - Americium

Table H-4b
PuO_2 Powder Characteristics and Impurities

IMPURITIES (micrograms per gram Pu)

Ag - Silver	100	Nb - Niobium	100
Al - Aluminum	150	Ni - Nickel	200
B - Boron	10	P - Phosphorus	100
Be - Beryllium	100	Pb - Lead	200
Bi - Bismuth	100	S - Sulphur	250
C - Carbon	500	Si - Silicon	200
Ca - Calcium	500	Sm - Samarium	2
Cd - Cadmium	10	Sn - Tin	100
Cl - Chlorine	(+Fl<250)	Ti - Titanium	100
Co - Cobalt	100	Th - Thorium	100
Cr - Chromium	100	U - Uranium*	5000
Cu - Copper	100	V - Vanadium	300
Dy - Dysprosium	1.0	W - Tungsten	200
Eu - Europium	1.0	Zn - Zinc	100
F - Fluorine	(+Cl<250)	Zr - Zirconium	50
Fe - Iron	500	Boron Equivalent	10
Ga - Gallium	200	Total Impurities**	5300
Gd - Gadolinium	3		
In - Indium	20		
K - Potassium	100		
Li - Lithium	100		
Mg - Magnesium	500		
Mn - Manganese	100		
Mo - Molybdenum	100		
N - Nitrogen	300		
Na - Sodium	300		

*Isotopics to be Reported when Delivered.

**The total impurity value is exclusive of the Am contribution; the maximum Am concentration is stated on the previous page.

H.5 AVAILABILITY OF DEPLETED URANIUM

If requested by the Contractor, the Government shall make available depleted uranium in the form of DUF_6 as Government-furnished material in quantities sufficient to meet the Contractor's requirements subject to the following conditions. The Contractor shall be responsible for repackaging, storage, transportation and conversion of this material. The depleted uranium is available at the following DOE sites : Paducah, KY; Portsmouth, OH; Oak Ridge, TN (K-25 site). Refer to ORNL/TM-13417, Availability of Uranium Feed for the Fissile Materials Disposition Program, Vol. 1 : Depleted UF_6, for details on material available, transportation requirements, and conversion to UO_2. For the base contract and Option 1, DOE will pay for the repackaging, storage, transportation and conversion of the DUF_6 to UO_2. For Option 2, DOE will pay for these services through the completion of hot start-up and transition to full operations. Upon DOE's acceptance of the Contractor's Certification of the Completion of Hot Start-Up and Transition to Full Operations, the Contractor will be responsible for all costs associated with the repackaging, storage, transportation and conversion of this material.

H.6 GOVERNMENT-FURNISHED SERVICES

The following services will be provided by the Government, if required by the Contractor, at no cost to the Contractor; however, the Contractor shall be responsible for packaging of waste material as indicated below:

Government Furnished Services	Description	Schedule for Delivery*
Personnel, facilities, equipment, materials and services for performing fabrication of test/demonstration fuel pins and assemblies. Applicable to: - Base Contract	The DOE host site for test/demonstration fuel pins and assemblies will provide all personnel, facilities, equipment, materials, and services except as may otherwise be provided by the Contractor for the fabrication of test/demonstration fuel pins and assemblies. (See Part III, Attachment J.1, Part II.B.2).	The site location(s) will be identified by DOE in the SPDEIS ROD and will be available on a schedule agreed to by the parties.
Transportation services for Categories I and II quantities of SNM Applicable to: - Base Contract - Option 2	DOE will provide secure transportation in DOE furnished safe secure trailers (SSTs) for Categories I and II quantities of SNM.	Services will be provided on a schedule agreed to by the Contractor and DOE.
DOE host site services for the MOX Fuel Fabrication Facility. Applicable to: - Base Contract - Option 1 - Option 2 - Option 3	The DOE host site will provide the site services listed in Table H.6, if available at the host site and required for performance of the Statement of Work.	Services will be provided on a schedule agreed to by the Contractor and DOE.
Advanced Test Reactor for Performing irradiation of test/demonstration pins. Applicable to: - Base Contract	DOE will provide ATR, if requested, by the Contractor as part of the DOE approved fuel qualification plan.	Services will be provided on a schedule agreed to by the Contractor and DOE.
Personnel, facilities, equipment, materials and services for performing post irradiation examination of MOX fuel pins and assemblies. Applicable to: - Base Contract - Option 2	The DOE post irradiation examination site will provide all personnel, facilities, equipment, materials, and services except as may otherwise be provided by the Contractor. (See Part III, Attachment J.1, Part II.C.6 and IV.C.1).	The site location(s) will be identified by DOE and will be available on a schedule agreed to by the parties.

* See Clause H.21

Insert Page H-14 (titled as below) from ADD-INS.PDF

H.6 GOVERNMENT-FURNISHED SERVICES

H.7 TITLE TO NUCLEAR MATERIALS AND MOX FUEL ASSEMBLIES OR PINS

Title to all fuel assemblies or pins which contain any Government-furnished nuclear materials shall vest with the Government until such fuel assemblies or pins are inserted into a reactor core at which time title to the fuel assemblies or pins shall transfer to the reactor licensee. For any irradiated fuel assemblies or pins which are sent to a DOE facility for post irradiation examination, DOE may require that title to the fuel assemblies or pins transfer to the Government upon receipt at the Government facility.

H.8 DOE SECURITY CLEARANCES

The Contractor shall not permit any individual to have access to a ny classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

H.9 OPTIONS TO EXTEND SERVICES

(a) The Government has the unilateral right to extend the term of this contract for the performance of Option 1, as described in Part III, Section J, Attachment 1, Subpart III. Option 1 may be exercised by written notice to the Contractor prior to the expiration of the base contract period of performance. However, the Government shall provide the Contractor a preliminary written notice of its intent to exercise Option 1 at least 180 days prior to the expiration of the base contract. The preliminary notice does not commit the Government to an extension.

Upon receipt of the Government's preliminary written notice to exercise Option 1, the Contractor shall enter into good faith negotiations to reach agreement on the cost (including fee and incentive arrangement, if any) for performance of the work for Option 1, and mutually agreeable contract terms and conditions for performance of the option; provided, however, that the Contractor must accept those terms and conditions applicable to Option 1 contained herein, and any additional terms and conditions required by statute or regulation.

(b) The Government has the unilateral right to extend the term of this contract for the performance of Option 2, as described in Part III, Section J, Attachment 1, Subpart IV. Option 2 may be exercised by written notice to the Contractor prior to the completion of Option 1. However, the Government shall provide the Contractor a preliminary written notice of its intent to exercise Option 2 at least 180 days prior to the expiration of Option 1. The preliminary notice does not commit the Government to an extension.

(a) Payment = [F = _____] x [LEU Fuel Cost Offset - MOX Fuel Fabrication Cost, excluding reimbursed costs specified in Clause H.11]

Where:

"F" is the fraction of the savings derived from the use of MOX fuel that is offered by the Contractor as compensation to DOE.

The "LEU Fuel Cost Offset" is the sum of the values of LEU fuel assemblies that are displaced by using MOX fuel where the value of the LEU fuel assemblies is determined as follows:

(i) If LEU fuel assemblies are procured for loading in concert with loading of MOX fuel, a market-based value shall be determined as follows: LEU Fuel Cost Offset is the sum of the values of displaced LEU assemblies, based on their design energy contents. For computational purposes, the value per assembly is determined to be the cost of LEU fuel assemblies procured for the same reactor at the same time multiplied by the ratio of the design energy content of the MOX fuel to design energy content of the LEU fuel. (The energy content factor reflects that LEU and MOX fuel design burnups in megawatt days per metric tonne may differ).

(ii) If no LEU fuel is to be included in the planned reload with MOX fuel, the cost for LEU fuel is ___*___.

The "MOX Fuel Fabrication Cost" is defined as all costs incurred by the Contractor which would otherwise be allowable under FAR Part 31.2 and DEAR 931.2, in operating the MOX Fuel Fabrication Facility during the previous 12 month period.

(b) Should the formula, [LEU Fuel Cost Offset - MOX Fuel Fabrication Cost, excluding reimbursed costs specified in Clause H.11], yield a negative (less than zero) amount, the Government will pay the Contractor the difference between zero and the negative amount; however, in no case shall the payment made by the Government to the Contractor exceed $10 million.

* To Be Determined During Negotiations for Option 2.

H.13 FUEL FABRICATOR TO PERFORM FUEL FABRICATION SERVICES

The Contractor expressly warrants that _____ (1) shall be the proposed NRC licensee for the MOX Fuel Fabrication Facility, and (2) subject to receipt of NRC licensing, shall provide fuel fabrication services required in the Statement of Work.

If necessary, the Contractor may propose a replacement Fuel Fabricator acceptable to the Contracting Officer and subject to NRC approval. All costs associated with the replacement Fuel Fabricator are unallowable under the contract. The Contracting Officer will require at least a one year advance notice of the Contractor's intention prior to the proposed replacement. The incumbent Fuel Fabricator can not be replaced during hot start-up or transition to full operations during Option 2.

In order to assist the Contracting Officer in determining the acceptability of the proposed replacement Fuel Fabricator, the Contractor shall provide: (1) a justification fully explaining why the proposed replacement is necessary; (2) a schedule for obtaining the required NRC license transfer approvals, if required for the proposed replacement to operate the MOX Fuel Fabrication Facility; (3) a detailed plan for transition from the incumbent Fuel Fabricator to the proposed replacement Fuel Fabricator including, at a minimum: an explanation of how all administrative, operational, safeguards and security, and safety functions will be specifically transitioned; an assessment of the impacts of the change on the MOX fuel fabrication; a schedule for the transition; and an explanation of how the Contractor will ensure that the replacement does not jeopardize the mission schedule. The Contractor shall also provide adequate information to permit an assessment of the past experience and performance of the proposed Fuel Fabricator relative to the remaining portions of the Statement of Work for the MOX fuel fabrication services. The Contracting Officer's approval of a replacement Fuel Fabricator is required. The Contracting Officer will require 60 days to review the information provided. Should the information provided by the Contractor be insufficient for the Contracting Officer to make a decision, the 60 day period may be extended, at the Contracting Officer's discretion, until the Contractor has provided adequate information and the Contracting Officer has reasonable time to evaluate such information.

Until a replacement Fuel Fabricator is approved by the Contracting Officer and the contract modified as necessary, the incumbent Fuel Fabricator shall continue to perform fuel fabrication services. Failure of the Contractor to provide an approved Fuel Fabricator shall be considered a breach of this contract.

increased cost occasioned the Government thereby, or (2) reduce any fixed fee payable under the contract (or require repayment of any fixed fee theretofore paid) in such amount as may be equitable under the circumstances, or (3) terminate this contract for default. Failure to agree to the amount of any such increased cost to be charged to the Contractor or to such reduction in, or repayment of, the fixed fee, shall be deemed to be a dispute within the meaning of the clause of this contract entitled "Disputes."

(c) Notwithstanding the provisions of paragraph (b) above, the Government may, at any time, require the Contractor to remedy by correction, revision or replacement, without cost to the Government, any errors or deficiencies in the designs, drawings and other services furnished under this contract if such errors or deficiencies are due to fraud, lack of good faith, or willful misconduct on the part of any of the Contractor's directors or officers, or on the part of any of the Contractor's managers, superintendents, or other equivalent representatives, who have supervision or direction of (1) all or substantially all of the Contractor's business, or (2) all or substantially all of the Contractor's operations location where this contract is being performed.

(d) Notwithstanding the provisions of paragraph (b) above, neither the Government's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

H.18 STANDARD INSURANCE REQUIREMENTS

In accordance with the clause entitled "Insurance-Liability to Third Persons," the following kinds and minimum amounts of insurance are required to be maintained by the Contractor during the performance of this contract:

(a) Workers' Compensation and Employer's Liability Insurance. Employer's liability insurance in the amount of $500,000.00

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least $1,000,000.00 per occurrence.

(c) Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage

of at least $500,000.00 per person and $1,000,000.00 per occurrence for bodily injury and $500,000.00 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(e) All insurance policies carried by the Contractor shall include the Government and, where appropriate, the Management and Operating Contractor of the DOE Host Site, as named insureds.

H.19 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS

The Representations, Certifications, and Other Statements of Bidders/ Offerors, completed by the Contractor, dated _____*_____, are hereby incorporated by reference and made a part of this contract.

H.20 REACTOR OPERATING LICENSE EXTENSION

The Government shall not be liable for any costs associated with the extension of any operating license for any commercial light water reactor used for irradiation services under this contract.

H.21 WORK AUTHORIZED PRIOR TO RECORD OF DECISION

Until such time as the Record of Decision for the Surplus Plutonium Disposition Environmental Impact Statement is issued by DOE, the Contractor shall be limited to performing the following activities of the Statement of Work, as authorized by the Contracting Officer, subject to the limitations of Section B.2 "Estimated Cost, Fixed Fee, Obligation of Funds and Financial Limitations" of this contract.

a. MOX Fuel Fabrication Facility:

- SOW Paragraph II.A.1.b.(1) "Initial Conceptual Design".
- SOW Paragraph II.A.2. "MOX Fuel Fabrication Facility Long Lead Time Procurement Plan".

* To Be Determined

PART II

SECTION I

GENERAL CONTRACT CLAUSES

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PART II

SECTION I

GENERAL CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR clauses: http://www.gsa.gov/far
DEAR clauses: http://www.pr.doe.gov/dear.html.

I.1 BASE CONTRACT GENERAL CONTRACT CLAUSES

1.	DEAR 952.202-1	Definitions (OCT 1995)
2.	FAR 52.203-3	Gratuities (APR 1984)
3.	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
4.	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
5.	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
6.	FAR 52.203-8	Cancellation, Rescission, and Recovered Funds for Illegal or Improper Activity (JAN 1997)
7.	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8.	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
9.	DEAR 970.5204-1	Counterintelligence (SEP 1997)
10.	DEAR 970.5204-58	Workplace Substance Abuse Programs at DOE Sites (AUG 1992)
11.	DEAR 952.204-2	Security (SEP 1997)
12.	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)

62.	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)
63.	FAR 52.227-1	Authorization and Consent (JUL 1995)
64.	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
65.	DEAR 952.227-9	Refund of Royalties (FEB 1995)
66.	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987) Identify the relevant proposal pages, if any, and th e date of the proposal below: "... pages _____, ... (If none, insert 'None'.) ....proposal dated _____, ..."
67.	DEAR 970.5204-72	Patent Rights - Profit-Making Management and Operating Contracts (FEB 1995)
68.	DEAR 970.5204-82	Rights in Data - Facilities (MAR 1998)
69.	FAR 52.228-7	Insurance-Liability to Third Persons (MAR 1996)
70.	FAR 52.230-2	Cost Accounting Standards (APR 1998)
71.	FAR 52.230-6	Administration of Cost Accounting Standards (APR 1996)
72.	FAR 52.232-17	Interest (JUN 1996)
73.	FAR 52.232-20	Limitation of Cost (APR 1984)
74.	FAR 52.232-22	Limitation of Funds (APR 1984)
75.	FAR 52.232-23	Assignment of Claims (JAN 1986)
76.	FAR 52.232-25	Prompt Payment (JUN 1997)
77.	FAR 52.232-33	Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
78.	FAR 52.233-1	Disputes (OCT 1995) Alternate I (DEC 1991)
79.	FAR 52.233-3	Protest After Award (AUG 1996) Alternate I (JUN 1985)
80.	DEAR 952.235-70	Key Personnel (APR 1994)

81.	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
82.	FAR 52.237-3	Continuity of Services (JAN 1991)
83.	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
84.	FAR 52.242-3	Penalties for Unallowable Costs (OCT 1995)
85.	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)
86.	FAR 52.242-13	Bankruptcy (JUL 1995)
87.	FAR 52.243-2	Changes (Cost-Reimbursement) (AUG 1987) Alternate II (APR 1984)
88.	FAR 52.243-7	Notification of Changes (APR 1984)
89.	FAR 52.244-2	Subcontracts (Cost-Reimbursement and Letter Contracts) (OCT 1997)
90.	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
91.	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 1995)
92.	DEAR 952.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
93.	FAR 52.246-25	Limitation of Liability-Services (FEB 1997)
94.	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 1997)
95.	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 1997)
96.	DEAR 952.247-70	Foreign Travel (FEB 1997)
97.	FAR 52.248-1	Value Engineering (MAR 1989)
98.	FAR 52.248-2	Value Engineering--Architect-Engineer (MAR 1990)
99.	FAR 52.249-6	Termination (Cost-Reimbursement) (SEP 1996)

100.	FAR 52.249-14	Excusable Delays (APR 1984)
101.	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)
102.	FAR 52.251-1	Government Supply Sources (APR 1984)
103.	DEAR 952.251-70	Contractor Employee Travel Discounts (JUN 1995)
104.	FAR 52.252-5	Authorized Deviations in Clauses (APR 1984)
105.	FAR 52.253-1	Computer Generated Forms (JAN 1991)
106.	DEAR 970.5204-79	Access to and Ownership of Records (JUN 1997)

I.2 OPTION 1 GENERAL CONTRACT CLAUSES

1.	DEAR 952.202-1	Definitions (OCT 1995)
2.	FAR 52.203-3	Gratuities (APR 1984)
3.	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
4.	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
5.	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
6.	FAR 52.203-8	Cancellation, Rescission, and Recovered Funds for Illegal or Improper Activity (JAN 1997)
7.	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8.	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
9.	DEAR 970.5204-1	Counterintelligence (SEP 1997)
10.	DEAR 970.5204-58	Workplace Substance Abuse Programs at DOE Sites (AUG 1992)
11.	DEAR 952.204-2	Security (SEP 1997)
12.	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
13.	DEAR 952.204-70	Classification/Declassification (SEP 1997)
14.	DEAR 952.204-74	Foreign Ownership, Control, or Influence Over Contractor (APR 1984)
15.	DEAR 952.208-70	Printing (APR 1984)
16.	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
17.	DEAR 952.209-72	Organizational Conflicts of Interest (JUN 1997) - Alternate I (JUN 1997)
18.	FAR 52.211-5	Material Requirements (OCT 1997)

19.	DEAR 952.211-71	Priorities and Allocations (Atomic Energy) (JUN 1996)
20.	FAR 52.215-2	Audit and Records-Negotiation (AUG 1996) Alternate I (JAN 1996)
21.	FAR 52.215-8	Order of Precedence-Uniform Contract Format (OCT 1997)
22.	FAR 52.215-9	Changes or Additions to Make-or-Buy Program (OCT 1997) Alternate II (OCT 1997)
23.	FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)
24.	FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997)
25.	FAR 52.215-15	Termination of Defined Benefit Pension Plans (OCT 1997)
26.	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
27.	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
28.	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)
29.	FAR 52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
30.	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)
31.	DEAR 952.216-7	Allowable Cost and Payment (APR 1998) Alternate II (FEB 1998)
32.	FAR 52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)
33.	FAR 52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996)
34.	FAR 52.219-16	Liquidated Damages-Subcontracting Plan (OCT 1995)
35.	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
36.	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) In paragraph (a) the word "None" is inserted.

37.	FAR 52.222-3	Convict Labor (AUG 1996)
38.	FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)
39.	FAR 52.222-6	Davis-Bacon Act (FEB 1995)
40.	FAR 52.222-7	Withholdin g of Funds (FEB 1988)
41.	FAR 52.222-8	Payrolls and Basic Records (FEB 1988)
42.	FAR 52.222-9	Apprentices and Trainees (FEB 1988)
43.	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
44.	FAR 52.222-11	Subcontracts (Labor Standards) (FEB 1988)
45.	FAR 52.222.12	Contract Termination-Debarment (FEB 1988)
46.	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
47.	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)
48.	FAR 52.222-15	Certification o f Eligibility (FEB 1988)
49.	FAR 52.222-17	Labor Standards for Construction Work-Facilities Contracts (FEB 1988)
50.	FAR 52.222-26	Equal Opportunity (APR 1984)
51.	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (APR 1984)
52.	FAR 52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
53.	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998, Deviation, A.L. 95-05 6/16/95)
54.	FAR 52.222-36	Affirmative Action for H andicapped Workers (APR 1984)
55.	FAR 52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (APR 1998)

56.	DEAR 970.5204-59	Whistleblower Protection for Contractor Employees (JAN 1993) In paragraph (a), add the foll owing phrase: "with respect to work performed on-site at a DOE-owned or -leased facility, as provided at 10 CFR Part 708".
57.	FAR 52.223-2	Clean Air and Water (APR 1984)
58.	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) Reference paragraph (b). Identify any hazardous material, including any applicable identification number, such as National Stock Number or Special Item Number below: "Material (If none, insert 'None') — Identification No. _____ _____ _____ _____ _____ _____"
59.	FAR 52.223-5	Pollution Prevention and Right-To-Know Information (APR 1998)
60.	FAR 52.223-6	Drug-Free Workplace (JAN 1997)
61.	FAR 52.223-10	Waste Reduction Program (OCT 1997)
62.	FAR 52.223-14	Toxic Chemical Release Reporting (OCT 1996)
63.	DEAR 952.223-72	Radiation Protection and Nuclear Criticality (APR 1984)
64.	DEAR 952.223-75	Preservation of Individual Occupational Radiatio n Exposure Records (APR 1984)
65.	FAR 52.224-1	Privacy Act Notification (APR 1984)
66.	FAR 52.224-2	Privacy Act (APR 1984)
67.	DEAR 952.224-70	Paperwork Reduction Act (APR 1994)
68.	FAR 52.225-3	Buy American Act - Supplies (JAN 1994)
69.	FAR 52.225-10	Duty-Free Entry (APR 1984)

70. FAR 52.225-11 Restrictions on Certain Foreign Purchases (OCT 1996)

71. FAR 52.225-14 Inconsistency Between English Version and Translation of Contract (AUG 1989)

72. FAR 52.225-15 Buy American Act--Construction Materials Under Trade Agreements Act and North American Free Trade Agreement (JUN 1997)
In paragraph (b), insert the word "None".
In paragraph (d), if the Contractor requests authorization to use foreign construction material, the Contractor shall include the unit of measure, quantity and price for price comparison purposes as follows:

"FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]"*

73. FAR 52.225-19 European Union Sanction for Services (JAN 1996)

74. DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997)

75. FAR 52.227-1 Authorization and Consent (JUL 1995)

76. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

77. DEAR 952.227-9 Refund of Royalties (FEB 1995)

78.	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987) Identify the relevant proposal pages, if any, and the date of the proposal below: "... pages _____, ... (If none, insert 'None'.) .... proposal dated _____, ..."
79.	DEAR 970.5204-72	Patent Rights - Profit-Making Management and Operating Contracts (FEB 1995)
80.	DEAR 970.5204-82	Rights in Data - Facilities (MAR 1998)
81.	FAR 52.228-7	Insurance - Liability to Third Persons (MAR 1996)
82.	FAR 52.230-2	Cost Accounting Standards (APR 1998)
83.	FAR 52.230-6	Administration of Cost Accounting Standards (APR 1996)
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87.	FAR 52.232-23	Assignment of Claims (JAN 1986)
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89.	FAR 52.232-33	Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
90.	FAR 52.233-1	Disputes (OCT 1995) Alternate I (DEC 1991)
91.	FAR 52.233-3	Protest After Award (AUG 1996) Alternate I (JUN 1985)
92.	DEAR 952.235-70	Key Personnel (APR 1994)
93.	FAR 52.236-5	Material and Workmanship (APR 1984)
94.	FAR 52.236-7	Permits and Responsibilities (NOV 1991)
95.	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

(3) All shipment s of the facilities shall be made on Government bills of lading, unless otherwise authorized by the Contracting Officer. The required number of such Government bills of lading will be furnished to the Contractor by, and the Contractor shall be accountable therefor to, the transportation activity designated by the Contracting Officer.

(c) Title in the facilities . (1) The Government shall retain title to all Government-furnished property.

(2) Title to all facilities and components shall pass to and v est in the Government upon delivery by the vendor of all such items purchased by the Contractor for which it is entitled to be reimbursed as a direct item of cost under this contract.

(3) Title to replacement parts furnished by the Contractor in carryi ng out its normal maintenance obligations under paragraph (g) shall pass to and vest in the Government upon completion of their installation in the facilities.

(4) Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in performing this contract;

(ii) Commencement of processing or use of the property in performing this contract; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(5) Title to the facilities shall not be affected by their incorporation into or attachment to any property not owned by the Government, nor shall any item of the facilities become a fixture or lose it identity as personal property by being attached to any real property. The Contractor shall keep the facilities free and clear of all liens and encumbrances and, except as otherwise authorized by this contract or by the Contracting Officer, shall not remove or otherwise part with possession of, or permit the use by others, any of the facilities.

(6) The Contractor may, with the written approval of the Contracting Officer, install, arrange, or rearrange, on Government-furnished premises, readily movable machinery, equipment, and other items belonging to the Contractor. Title to any

such item shall remain in the Contractor even though it may be attached to real property owned by the Government, unless the Contracting Officer determines that it is so permanently attached that removal would cause substantial injury to Government property.

(7) The Contractor shall not construct or install, at its own expense, any fixed improvement or structural alterations in Government buildings, or other real property without advance written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property; that, after completion, cannot be removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

(d) Location of the facilities. The Contractor may use the facilities at any of the locations specified in the Schedule and, with the prior written approval of the Contracting Officer, at any other location. In granting this approval, the Contracting Officer may prescribe such terms and conditions as may be deemed necessary for protecting the Government's interest in the facilities involved. Those terms and conditions shall take precedence over any conflicting provisions of this contract.

(e) Notice of use of the facilities. The Contractor shall notify the Contracting Officer in writing--

(1) Whenever use of all facilities for Government work in any quarterly period averages less than 75 percent of the total use of the facilities; or

(2) Whenever any item of the facilities is no longer needed or usable for performing existing related contracts that authorize such use.

(f) Property control. The Contractor shall maintain property control procedures and records and a system of identification of the facilities, in accordance with the provisions of Federal Acquisition Regulation (FAR) Subpart 45.5 in effect on the date of this contract. The provisions of FAR 45.5 are hereby incorporated by reference and made a part of this contract.

(g) Maintenance. (1) Except as otherwise provided in the Schedule, the Contractor shall perform normal maintenance of the facilities in accordance with sound industrial practice, including protection, preservation, and repair of the facilities and normal parts replacement for equipment.

(2) The Contractor shall keep records of all work done on the facilities an d shall give the Government reasonable opportunity to inspect these records. When facilities are disposed of under this contract the Contractor shall deliver the related records to the Government or, if the Contracting Officer directs, to third persons.

(3) The Contractor's obligation under this clause for each item of facilities shall continue until the item is removed, abandoned, or disposed of, until the expiration of the 120-day period stated in subparagraph (m)(4) of this clause; and until the Contractor has discharged its other obligations under this contract with respect to such items.

(h) Access. The Government and any persons designated by it shall, at all reasonable times, have access to the premises where any of the facilities are located.

(i) Indemnification of the Government. The Contractor shall indemnify the Government and hold it harmless against claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the facilities, except as specified in the clause at FAR 52.228-7, Insurance--Liability to Third Persons. However, the provisions of the Contractor's related contracts shall govern any assumption of liability by the Government for claims arising under those contracts.

(j) Late delivery, diversion, and substitution. (1) The Government shall not be liable for breach of contract for any delay in delivery or nondelivery of facilities to be furnished under this contract.

(2) The Government has the right, at its expense, to divert the facilities under this contract by directing the Contractor to --

(i) Deliver any of the facilities to locations other than those specified in the Schedule; or

(ii) Assign purchase orders or subcontracts for any of the facilit ies to the Government or third parties.

(3) The Government may furnish any facilities instead of having the Contractor acquire or construct them. In such event, the Contractor is entitled to reimbursement for the cost related to the acquisition or construction of the facilities, including the cost of terminating purchase orders and subcontracts.

(i) Abandon the facilities in place, in which case all obligations of the Government regarding such abandoned facilities and the restoration or rehabilitation of the premises in and on which they are located shall immediately cease; or

(ii) Require the Contractor to comply, at Government expense, with such directions as the Contracting Officer may give with respect to--

(A) The preparation, protection, removal, or shipment of the affected facilities;

(B) The retention storage of the affected facilities; provided, that the Contracting Officer shall not direct the Contractor to retain or store any items of facilities in or on real property not owned by the Government if such retention or storage will interfere with the Contractor's operations;

(C) The restoration of Government-owned property incident to the removal of the facilities from such property; and

(D) The sale of any affected facilities in such manner, at such times, and at such price as may be approved by the Government, except that the Contractor shall not be required to extend credit to any purchaser.

(5) If the Contracting Officer fails to give the written notice required by subparagraph (m)(4) within the prescribed 120-day period, the Contractor may, upon not less than 30 days' written notice to the Government and at Government risk and expense, (i) retain the facilities in place or (ii) remove any of the affected serverable facilities located in Contractor-owned property and store them at the Contractor's plant or in a public insured warehouse, in accordance with the sound practice and in a manner compatible with their security classification. Except as provided in this subparagraph, the Government shall not be liable to the Contractor for failure to give the written notice required by subparagraph (m)(4).

(6) Nonserverable items of the facilities or items of the facilities subject to patent or proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.

(7) The Government, either directly or by third persons engaged by it, may remove or otherwise dispose of any facilities for which the Contractor's authority to use has been terminated, other than those for which specific provision is made in subparagraph (m)(6).

(8) The Contractor shall, within a reasonable time after the expiration of the 120-day period specified in subparagraph (m)(4), remove all of its property from the Government property and take such action as the Contracting Officer may direct in writing with respect to restoring that Government property (to the extent that it is affected by the installation of the Contractor's property) to its condition before such installation.

(9) Unless otherwise specifically provided in this contract, the Government shall not be obligated to the Contractor to restore or rehabilitate any property at the Contractor's plant, except for restoration or rehabilitation costs caused by removal of the facilities under subdivision (m)(4)(ii). The Contractor agrees to indemnify the Government against all suits or claims for damages arising out of the Government's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any damage as may be caused by the negligence of the Government, its agents, or independent contractors.

(n) Protection of government property-management of high-risk property and classified materials. (1) The contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.

(2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk

property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

108.	FAR 52.245-8	Liability for the Facilities (JAN 1997)
109.	FAR 52.246-25	Limitation of Liability-Services (FEB 1997)
110.	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 1997)
111.	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 1997)
112.	DEAR 952.247-70	Foreign Travel (FEB 1997)
113.	FAR 52.248-1	Value Engineering (MAR 1989)
114.	FAR 52.248-3	Value Engineering- -Construction (MAR 1989)
115.	FAR 52.249-14	Excusable Delays (APR 1984)
116.	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)
117.	FAR 52.251-1	Government Supply Sources (APR 1984) Alternate I (APR 1984)
118.	DEAR 952.251-70	Contractor Employee Travel Discounts (JUN 1995)
119.	FAR 52.252-5	Authorized Deviations in Clauses (APR 1984)
120.	FAR 52.253-1	Computer Generated Forms (JAN 1991)
121.	DEAR 970.5204-79	Access to and Ownership of Records (JUN 1997)

I.3 OPTION 2 GENERAL CONTRACT CLAUSES

1.	DEAR 952.202-1	Definitions (OCT 1995)
2.	FAR 52.203-3	Gratuities (APR 1984)
3.	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
4.	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
5.	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
6.	FAR 52.203-8	Cancellation, Rescission, and Recovered Funds for Illegal or Improper Activity (JAN 1997)
7.	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8.	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
9.	DEAR 970.5204-1	Counterintelligence (SEP 1997)
10.	DEAR 970.5204-58	Workplace Substance Abuse Programs at DOE Sites (AUG 1992)
11.	DEAR 952.204-2	Security (SEP 1997)
12.	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
13.	DEAR 952.204-70	Classification/Declassification (SEP 1997)
14.	DEAR 952.204-74	Foreign Ownership, Control, or Influence Over Contractor (APR 1984)
15.	DEAR 952.208-70	Printing (APR 1984)
16.	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
17.	DEAR 952.209-72	Organizational Conflicts of Interest (JUN 1997) - Alternate I (JUN 1997)
18.	FAR 52.211-5	Material Requirements (OCT 1997)

38.	FAR 52.222-3	Convict Labor (AUG 1996)
39.	FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)
40.	FAR 52.222-17	Labor Standards for Construction Work-Facilities Contracts (FEB 1988)
41.	FAR 52.222-26	Equal Opportunity (APR 1984)
42.	FAR 52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
43.	FAR 52.222-35	Affirmative Action for D isabled Veterans and Veterans of the Vietnam Era (APR 1998, Deviation, A.L. 95-05 6/16/95)
44.	FAR 52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
45.	FAR 52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
46.	DEAR 970.5204-59	Whistleblower Protection for Contractor Employees (JAN 1993) In paragraph (a), add the following phrase: "with respect to work performed on-site at a DOE-owned or -leased facility, as provided at 10 CFR Part 708".
47.	FAR 52.223-2	Clean Air and Water (APR 1984)
48.	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) Reference paragraph (b). Identify any of hazardous material, including any applicable identification number, such as National Stock Number or Special Item Number below::

"Material (If none, insert 'None')	Identification No.
_____	_____
_____	_____
_____	_____"

88.	FAR 52.243-2	Changes (Cost-Reimbursement) (AUG 1987) Alternate II (APR 1984)
89.	FAR 52.243-7	Notification of Changes (APR 1984)
90.	FAR 52.244-2	Subcontracts (Cost-Reimbursement and Letter Contracts) (FEB 1997)
91.	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
92.	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 1995)
93.	FAR 52.245-7	Government Property (Consolidated Facilities) (MAR 1996) (Modified)

(a) Definitions. For the purpose of this contract, the following definitions apply:

"Facilities," as used in this clause, means all property provided under this contract.

"Related contract," as used in this clause, means a Government contract or subcontract for supplies or services under which the use of the facilities is or may be authorized.

(b) Facilities to be provided. (1) The Contractor, at Government expense and subject to the provisions of this contract, shall acquire, construct, or install the facilities and perform the related work as described in the Schedule.

(2) The Government, subject to the provisions of this contract, shall furnish to the Contractor the facilities identified in the Schedule as Government-furnished facilities. The Contractor, at Government expense, shall perform the work with respect to those facilities as is described in the Schedule.

(3) All shipments of the facilities shall be made on Government bills of lading, unless otherwise authorized by the Contracting Officer. The required number of such Government bills of lading will be furnished to the Contractor by, and the Contractor shall be accountable therefor to, the transportation activity designated by the Contracting Officer.

(c) Title in the facilities. (1) The Government shall retain title to all Government-furnished property.

(i) Indemnification of the Government. The Contractor shall indemnify the Government and hold it harmless against claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the facilities, except as specified in the clause at FAR 52.228-7, Insurance--Liability to Third Persons. However, the provisions of the Contractor's related contracts shall govern any assumption of liability by the Government for claims arising under those contracts.

(j) Late delivery, diversion, and substitution. (1) The Government shall not be liable for breach of contract for any delay in delivery or nondelivery of facilities to be furnished under this contract.

(2) The Government has the right, at its expense, to divert the facilities under this contract by directing the Contractor to --

(i) Deliver any of the facilities to locations other than those specified in the Schedule; or

(ii) Assign purchase orders or subcontracts for any of the facilities to the Government or third parties.

(3) The Government may furnish any facilities instead of having the Contractor acquire or construct them. In such event, the Contractor is entitled to reimbursement for the cost related to the acquisition or construction of the facilities, including the cost of terminating purchase orders and subcontracts.

(4) Appropriate equitable adjustment may be made in any related contract that so provides and that is affected by any nondelivery, delay, diversion, or substitution under this paragraph (j).

(k) Representations and warranties. The Government makes no warranty, express, or implied, regarding the condition or fitness for use of any facilities. To the extent practical, the Contractor shall be allowed to inspect all the facilities to be furnished by the Government before their shipment.

(l) Termination of the use of the facilities. The Contracting Officer may at any time, upon written notice, terminate or limit the Contractor's authority to use any of the facilities. Except as otherwise provided in this contract, an equitable adjustment may be made in any related contract of the Contractor that so provides and that is affected by such notice. Termination under this paragraph (l) shall not relieve the Contractor of any of its obligations or liabilities under any related contract or subcontract affected by the termination.

(C) The restoration of Government-owned property incident to the removal of the facilities from such property; and

(D) The sale of any affected facilities in such manner, at such times, and at such price as may be approved by the Government, except that the Contractor shall not be required to extend credit to any purchaser.

(5) If the Contracting Officer fails to give the written notice required by subparagraph (m)(4) within the prescribed 120-day period, the Contractor may, upon not less than 30 days' written notice to the Government and at Government risk and expense, (i) retain the facilities in place or (ii) remove any of the affected serverable facilities located in Contractor-owned property and store them at the Contractor's plant or in a public insured warehouse, in accordance with the sound practice and in a manner compatible with their security classification. Except as provided in this subparagraph, the Government shall not be liable to the Contractor for failure to give the written notice required by subparagraph (m)(4).

(6) Nonserverable items of the facilities or items of the facilities subject to patent or proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.

(7) The Government, either directly or by third persons engaged by it, may remove or otherwise dispose of any facilities for which the Contractor's authority to use has been terminated, other than those for which specific provision is made in subparagraph (m)(6).

(8) The Contractor shall, within a reasonable time after the expiration of the 120-day period specified in subparagraph (m)(4), remove all of its property from the Government property and take such action as the Contracting Officer may direct in writing with respect to restoring that Government property (to the extent that it is affected by the installation of the Contractor's property) to its condition before such installation.

(9) Unless otherwise specifically provided in this contract, the Government shall not be obligated to the Contractor to restore or rehabilitate any property at the Contractor's plant, except for restoration or rehabilitation costs caused by removal of the facilities under subdivision (m)(4)(ii). The Contractor agrees to indemnify the Government against all suits or claims for damages arising out of the Government's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any damage as may be caused by the negligence of the Government, its agents, or independent contractors.

(n) Protection of government property-management of high-risk property and classified materials. (1) The contractor shall take all reasonable precautions, and such other actions as may be directed by the Contracting Officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.

(2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

94.	FAR 52.245-8	Liability for the Facilities (JAN 1997)
95.	FAR 52.246-25	Limitation of Liability-Services (FEB 1997)
96.	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 1997)
97.	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 1997)
98.	DEAR 952.247-70	Foreign Travel (FEB 1997)
99.	FAR 52.248-1	Value Engineering (MAR 1989)
100.	FAR 52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
101.	FAR 52.249-14	Excusable Delays (APR 1984)
102.	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)
103.	FAR 52.251-1	Government Supply Sources (APR 1984) Alternate I (APR 1984)

104.	DEAR 952.251-70	Contractor Employee Travel Discounts (JUN 1995)
105.	FAR 52.252-5	Authorized Deviations in Clauses (APR 1984)
106.	FAR 52.253-1	Computer Generated Forms (JAN 1991)
107.	DEAR 970.5204-79	Access to and Ownership of Records (JUN 1997)

I.4 OPTION 3 GENERAL CONTRACT CLAUSES

1.	DEAR 952.202-1	Definitions (OCT 1995)
2.	FAR 52.203-3	Gratuities (APR 1984)
3.	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
4.	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
5.	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
6.	FAR 52.203-8	Cancellation, Rescission, and Re covered Funds for Illegal or Improper Activity (JAN 1997)
7.	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
8.	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
9.	DEAR 970.5204-1	Counterintelligence (SEP 1997)
10.	DEAR 970.5204-58	Workplace Substance Abuse Programs at DOE Sites (AUG 1992)
11.	DEAR 952.204-2	Security (SEP 1997)
12.	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
13.	DEAR 952.204-70	Classification/Declassification (SEP 1997)
14.	DEAR 952.204-74	Foreign Ownership, Control, or Influence Over Contractor (APR 1984)
15.	DEAR 952.208-70	Printing (APR 1984)
16.	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
17.	DEAR 952.209-72	Organizational Conflicts of Interest (JUN 1997) - Alternate I (JUN 1997)

18.	FAR 52.211-5	Material Requirements (OCT 1997)
19.	DEAR 952.211-71	Priorities and Allocation s (Atomic Energy) (JUN 1996)
20.	FAR 52.215-2	Audit and Records-Negotiation (AUG 1996) Alternate I (JAN 1997)
21.	FAR 52.215-8	Order of Precedence-Uniform Contract Format (OCT 1997)
22.	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
23.	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)
24.	FAR 52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)
25.	FAR 52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996) Alternate II (MAR 1996)
26.	FAR 52.219-16	Liquidated Damages-Subcontracting Plan (OCT 1995)
27.	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
28.	FAR 52.222-3	Convict Labor (AUG 1996)
29.	FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 1995)
30.	FAR 52.222-26	Equal Opportunity (APR 1984)
31.	FAR 52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
32.	FAR 52.222-35	Affirmative Action for Disabl ed Veterans and Veterans of the Vietnam Era (APR 1998, Deviation, A.L. 95-05 6/16/95)
33.	FAR 52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
34.	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
35.	DEAR 970.5204-59	Whistleblower Protection for Contractor Employees (JAN 1993) In paragraph (a), add the following phrase: "with respect to work performed on-site at a DOE-owned or -leased facility, as provided at 10 CFR Part 708".

51.	FAR 52.225-19	European Union sanction for Services (JAN 1996)
52.	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)
53.	FAR 52.227-1	Authorization and Consent (JUL 1995)
54.	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
55.	DEAR 952.227-9	Refund of Royalties (FEB 1995)
56.	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987) Identify the relevant proposal pages, if any, and th e date of the proposal below: "... pages _____, ... (If none, insert 'None'.) .... proposal dated _____, ..."
57.	DEAR 970.5204-72	Patent Rights - Profit-Making Management and Operating Contracts (FEB 1995)
58.	DEAR 970.5204-82	Rights in Data - Facilities (MAR 1998)
59.	FAR 52.228-5	Insurance-Work on a Government Installation (JAN 1997)
60.	FAR 52.229-3	Federal, State, and Local Taxes (JAN 1991)
61.	FAR 52.230-2	Cost Accounting Standards (APR 1998)
62.	FAR 52.230-6	Administration of Cost Accounting Standards (APR 1996)
63.	FAR 52.232-1	Payments (APR 1984)
64.	FAR 52.232-8	Discounts for Prompt Payment (MAY 1997)
65.	FAR 52.232-11	Extras (APR 1984)
66.	FAR 52.232-16	Progress Payments (JUL 1991)
67.	FAR 52.232-17	Interest (JUN 1996)
68.	FAR 52.232-23	Assignment of Claims (JAN 1986)
69.	FAR 52.232-25	Prompt Payment (JUN 1997)

70.	FAR 52.232-33	Mandatory Information for Electronic Funds Transfer Payment (AUG 1996)
71.	FAR 52.233-1	Disputes (OCT 1995) Alternate I (DEC 1991)
72.	FAR 52.233-3	Protest After Award (AUG 1996)
73.	DEAR 952.235-70	Key Personnel (APR 1994)
74.	FAR 52.236-7	Permits and Responsibilities (NOV 1991)
75.	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
76.	FAR 52.237-3	Continuity of Services (JAN 1991)
77.	FAR 52.242-13	Bankruptcy (JUL 1995)
78.	FAR 52.243-1	Changes (AUG 1987) Alternate II (APR 1984)
79.	FAR 52.244-1	Subcontracts (Fixed-Price Contracts) (OCT 1997)
80.	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
81.	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 1995)
82.	DEAR 52.245-7	Government Property (Consolidated Facilities) (MAR 1996) (Modified)

(a) Definitions. For the purpose of this contract, the following definitions apply:

"Facilities," as used in this clause, means all property provided under this contract.

"Related contract," as used in this clause, means a Government contract or subcontract for supplies or services under which the use of the facilities is or may be authorized.

(b) Facilities to be provided. (1) The Contractor, at Government expense and subject to the provisions of this contract, shall acquire, construct, or install the facilities and perform the related work as described in the Schedule.

(2) The Government, subject to the provisions of this contract, shall furnish to the Contractor the facilities identified in the Schedule as Government-furnished

facilities. The Contractor, at Government expense, shall perform the work with respect to those facilities as is described in the Schedule.

(3) All shipments of the facilities shall be made on Government bills of lading, unless otherwise authorized by the Contracting Officer. The required number of such Government bills of lading will be furnished to the Contractor by, and the Contractor shall be accountable therefor to, the transportation activity designated by the Contracting Officer.

(c) Title in the facilities. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all facilities and components shall pass to and vest in the Government upon delivery by the vendor of all such items purchased by the Contractor for which it is entitled to be reimbursed as a direct item of cost under this contract.

(3) Title to replacement parts furnished by the Contractor in carrying out its normal maintenance obligations under paragraph (g) shall pass to and vest in the Government upon completion of their installation in the facilities.

(4) Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in performing this contract;

(ii) Commencement of processing or u se of the property in performing this contract; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(5) Title to the facilities shall not be affected by their incorporation into or attachment to any property not owned by the Government, nor shall any item of the facilities become a fixture or lose it identity as personal property by being attached to any real property. The Contractor shall keep the facilities free and clear of all liens and encumbrances and, except as otherwise authorized by this contract or by the Contracting Officer, shall not remove or otherwise part with possession of, or permit the use by others, any of the facilities.

(4) Within 120 days after the Contractor accounts for any facilities under subparagraph (m)(3), the Contracting Officer shall give written notice to the Contractor as to the disposition of the facilities, except as otherwise provided in subparagraph (m)(6). In its disposition of the facilities, the Government may either--

(i) Abandon the facilities in place, in which case all obligations of the Government regarding such abandoned facilities and the restoration or rehabilitation of the premises in and on which they are located shall immediately cease; or

(ii) Require the Contractor to comply, at Government expense, with such directions as the Contracting Officer may give with respect to--

(A) The preparation, protection, removal, or shipment of the affected facilities;

(B) The retention storage of the affected facilities; provided, that the Contracting Officer shall not direct the Contractor to retain or store any items of facilities in or on real property not owned by the Government if such retention or storage will interfere with the Contractor's operations;

(C) The restoration of Government-owned property incident to the removal of the facilities from such property; and

(D) The sale of any affected facilities in such manner, at such times, and at such price as may be approved by the Government, except that the Contractor shall not be required to extend credit to any purchaser.

(5) If the Contracting Officer fails to give the written notice required by subparagraph (m)(4) within the prescribed 120-day period, the Contractor may, upon not less than 30 days' written notice to the Government and at Government risk and expense, (i) retain the facilities in place or (ii) remove any of the affected serverable facilities located in Contractor-owned property and store them at the Contractor's plant or in a public insured warehouse, in accordance with the sound practice and in a manner compatible with their security classification. Except as provided in this subparagraph, the Government shall not be liable to the Contractor for failure to give the written notice required by subparagraph (m)(4).

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

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86.	DEAR 952.247-70	Foreign Travel (FEB 1997)
87.	FAR 52.248-1	Value Engineering (MAR 1989)
88.	FAR 52.249-2	Termination For Convenience of the Government (Fixed-Price) (SEP 1996)
89.	FAR 52.249-8	Default (Fixed-Price Supply and Service (APR 1984) In the last sentence of the clause, substitute the word "termination of work" for "termination".
90.	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)
91.	FAR 52.251-1	Government Supply Sources (APR 1984)
92.	DEAR 952.251-70	Contractor Employee Travel Discounts (JUN 1995)
93.	FAR 52.252-5	Authorized Deviations in Clauses (APR 1984)
94.	FAR 52.253-1	Computer Generated Forms (JAN 1991)
95.	DEAR 970.5204-79	Access to and Ownership of Records (JUN 1997

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STATEMENT OF WORK

I. Introduction

A. Background

The National Academy of Sciences (NAS) has called the world's plutonium which is excess to defense requirements a *"clear and present danger"* in the Management and Disposition of Excess Weapons Plutonium, Volume I, 1994. The disposition of this surplus weapons-usable plutonium in the United States is being pursued to mitigate the plutonium proliferation danger. Actions being undertaken by the United States will be orchestrated in concert with international efforts to address surplus plutonium stocks in the Russian Federation. The rate of implementation of plutonium disposition will likely be dependent on terms and conditions in international agreements yet to be negotiated.

The Department of Energy (DOE) is tasked with the disposition of U.S.-owned plutonium that is excess to national security requirements to a condition that meets the spent fuel standard - a concept to make the plutonium as unattractive and inaccessible for retrieval and weapons use as the residual plutonium in the spent fuel from commercial reactors. Existing U.S. Commercial Light Water Reactors (CLWRs) would be used to achieve the spent fuel standard by irradiating some of the excess plutonium in the form of mixed oxide (MOX) fuel in fuel cycles comparable to conventionally used Low Enriched Uranium (LEU) fuel cycles and the balance of the material will be immobilized in a ceramic form.

B. Overview of Statement of Work

This Statement of Work (SOW) sets forth the MOX fuel fabrication, reactor irradiation, and related services required under the contract. The services include but are not limited to:

1. All the functions that are necessary to develop a domestic MOX Fuel Fabrication Facility that will be licensed by the Nuclear Regulatory Commission (NRC) and located at a DOE Host Site. This includes : designing, constructing, and operating a MOX Fuel Fabrication Facility; obtaining a NRC license and any necessary Federal, State, and local permits; supplying commercial grade nuclear fuel for the mission reactors; safeguarding plutonium dioxide powder feedstock and fresh MOX fuel under applicable security measures; and, ultimately, deactivating the facility.

2. All the functions that are necessary to permit the irrad iation of MOX fuel assemblies in CLWRs under license from the NRC. This includes : performing all the design and engineering services to modify reactors and facilities to use MOX fuel; identifying and performing necessary fuel qualification activities; obtaining NRC license modifications; obtaining any necessary Federal, State and local permits; performing core design and fuel design services; irradiating the fuel; safeguarding fuel under applicable security measures; and storing irradiated fuel pending disposal actions.

The contract consists of the base contract and three options. The SOW is organized in sequential order. Contract options may overlap in some or all cases.

Part 75, Safeguards on Nuclear Material - Implementation of US/IAEA Agreement.

(3) Must be able to provide for final assembly of the fuel assembly components into completed MOX fuel bundles.

(4) Must be able to provide for feed material disposition of 33 metric tonnes (MT) of plutonium with a design basis range up to 40 MT.

(5) Must be able to provide for receiving of plutonium at a rate of 3.5 MT/year from the Pit Disassembly and Conversion Facility.

(6) Must provide additional floor space and supporting building infrastructure sufficient for the potential addition of another finished fuel assembly production line with a nominal capacity of 30-45 Metric Tonnes of Heavy Metal (MTHM)/yr and a minimum capacity of 25 MTHM/yr.

(7) Must be able to operate the fuel fabrication lines such that a minimum of 99.5% of the process-charged plutonium is fabricated into commercial quality fuel during SOW Option 2 (after transition to full operations) and 99.25% otherwise. The plutonium utilization factor shall be calculated on an annual basis.

(8) Must be able to operate without aqueous recycling or aqueous processing of plutonium streams for MOX fuel fabrication.

(9) Must be able to provide sufficient space for the packaging and storage of transuranic (TRU) waste for up to 180 days.

(10) Must be able to provide 1600 square feet of non-hardened office space for DOE personnel including space suitable for storing and processing classified information ..

(11) Must be able to accommodate storage of a minimum of 7 MT of plutonium, as plutonium oxide, in stainless steel containers which are in compliance with DOE-STD 3013-94, Criteria for Safe Storage of Plutonium Metals and Oxide.

(22) Must be able to accommodate the loading of finished fuel into certified packages and onto Safe, Secure Trailers (SSTs).

(23) Must be able to provide capability of receiving, storing, and processing classified information and Unclassified Controlled Nuclear Information in conformance with applicable laws and regulation.

(24) Must be able to maximize the use of existing proven technologies in process and facility designs.

(25) Must be able to provide laboratory and analytical serv ices sufficient to provide prompt support for the MOX fuel fabrication operations.

(26) Must be able to comply with NRC Safeguards and DOE Security requirements.

b. Facility Conceptual Design

(1) Initial Conceptual Design (Non-Site Specific)

The Contractor shall ensure the development and preparation of a MOX Fuel Fabrication Facility Initial Conceptual Design. The objectives of the Initial Conceptual Design are to develop on a non-site specific basis, the initial engineering bases and design criteria for a project design that: satisfies functional requirements, operating needs, and statutory and regulatory requirements; validates project feasibility and technical performance levels; and identifies and quantifies any project risks. The Initial Conceptual Design elements required to be developed include, but are not limited to, the following:

(a) General project criteria and design parameters including applicable codes and standards.
(b) Quality assurance requirements necessary to satisfy program, project and regulatory objectives.
(c) Environmental requirements including protections against potential environmental damage and methods for mitigating environmental hazards.
(d) Types and materials of construction, basic facility drawings, and outline construction specifications.

shall be prepared and signed by both the Contractor and the DOE TM.

(2) Advanced Conceptual Design

The Contractor shall ensure the development and preparation of a MOX Fuel Fabrication Facility Advanced Conceptual Design. The Initial Conceptual Design shall be updated with site specific information. The objectives of the Advanced Conceptual Design are to incorporate site specific information and update the initial engineering bases and design criteria for a project design that : satisfies functional requirements, operating needs, and statutory and regulatory requirements; validates project feasibility and technical performance levels; identifies and quantifies any project risks; develops a reliable life cycle cost estimate; and develops a realistic performance schedule. The Advanced Conceptual Design elements required to be developed include, but are not limited to, the following:

(a) General project criteria and design parameters including applicable codes and standards.
(b) Quality assurance requirements necessary to satisfy program, project and regulatory objectives..
(c) Environmental requirements including protections against potential environmental damage and methods for mitigating environmental hazards.
(d) Types and materials of construction, basic facility drawings, and outline construction specifications.
(e) Space allowances and general layouts for various functions.
(f) Significant features and components.
(g) Facility siting and utility services requirements.
(h) Site development and DOE Host Site integration requirements.
(i) Cost/benefit analyses to determine use if site infrastructure.
(j) Energy conservation initiatives and associated design/construction features.
(k) Applicable safety and health requirements.
(l) Applicable safeguards requirements.
(m) Applicable security requirements.
(n) Barrier-free design/construction features for facility accessibility by the handicapped.

The Contractor shall notify DOE 30 days prior to the date of each design review required above. This notification shall include an agenda together with necessary reference materials required for the design review. After each design review, a comprehensive report documenting agreements and commitments resulting from the design review, shall be prepared and submitted to DOE for approval.

The Contractor shall submit completed Preliminary Design Packages for DOE approval.

d. Facility Final Design

Based upon the DOE approval of Preliminary Design Packages and any NRC comments received on the license application which impact the design, the Contractor shall ensure the preparation of a MOX Fuel Fabrication Facility Final Design (Final Design). If the Preliminary Design was segmented into packages, Final Design may be initiated upon DOE approval of the corresponding Preliminary Design Package. The Final Design shall include, but is not limited to: restudy and redesign work resulting from changes as may be required from the Preliminary Design; development of final (working) drawings and specifications for procurement and construction; estimates of construction labor, equipment, and material quantities; development of detailed estimates of the cost of construction, procurement and construction schedules, methods of performance, and identification of work packages; preparation of health, safety, and environmental analyses; identification of test plans; permitting requirements; preparation of a procurement plan; and determination of utility service requirements in coordination with the DOE Host Site operating contractor or the utility supply companies.

The Contractor shall conduct design reviews at 30 and 85 percent completion of each of the Final Design Packages. The reviews shall include but not be limited to constructability, operability, maintainability, environmental compliance, regulatory compliance, vulnerability assessment, compliance with the functional requirements and other critical information . At a minimum, the design reviews shall be attended by representatives of those organizations responsible for the design, construction management, facility operations and project management functions, DOE and/or contractor representatives of the DOE Host Site, the DOE TM and the DOE Contracting Officer or designee.

The Contractor shall notify DOE 30 days prior to the date of the design reviews required above. This notification shall include an agenda together with necessary reference materials required for the design review. After the design reviews, a comprehensive report, documenting agreements and commitments resulting from the design reviews, shall be prepared and submitted to DOE.

The Contractor shall submit completed Final Design Packages for DOE approval.

Deliverables:

(1) The Contractor shall submit for DOE approval a completed **Advanced Conceptual Design** no later than 3 months after the SPD EIS ROD. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

(2) The Contractor shall submit for DOE approval all completed **Preliminary Design Packages** with the last design package submitted no later than 18 months after contract award. DOE will require 60 days to review each design package and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

(3) The Contractor shall submit for DOE approval all completed **Final Design Packages** with the last design package submitted no later than 12 months after DOE approval of the Preliminary Design Package in (2) above. DOE will require 60 days to review each design package and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with the DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

The WTA shall define the roles and responsibilities for both the Contractor and the DOE Host Site Contractor in preparing permitting applications and obtaining required permits.

The proposed WTA shall be submitted to the Contracting Officer for approval. (The Contracting Officer and the DOE Contracting Officer for the DOE Host Site will approve the WTA for the work.) The WTA shall be updated as required to address additional support to be provided by the DOE Host Site Contractor.

Deliverable:

The Contractor shall submit the DOE a proposed **Work Task Agreement** within 6 months after the SPD EIS ROD. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this agreement is required.

The Contractor shall submit to DOE a proposed updated **Work Task Agreement** prior to the completion of the Final design. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this agreement is required.

4. Regulatory Management

The Contractor shall ensure that a license application is prepared and submitted to the NRC for the operation of the MOX Fuel Fabrication Facility and that applications are submitted for all other required Federal, State, and local permits.

The Contractor shall ensure that a Regulatory Management Plan is developed which describes the strategy for obtaining a NRC license and all required permits for the MOX Fuel Fabrication Facility and addresses issues such as facility safety and integrated safety management. [1] The Regulatory Management Plan shall address all the requirements of applicable Federal, State, and local requirements, including NRC rules.

[1] Inasmuch as 10 CFR Part 70 is being revised, the Contractor may find it useful to consider the Standards that support DOE Order 420.1, Facility Safety, in addition to the relevant Nuclear Regulatory Standards in developing an appropriate set of safety standards.

Deliverable:

The Contractor shall submit the **Facility Quality Assurance Plan** no later than 3 months after contract award. This submittal is for DOE information only.

6. Constructability Review

The Contractor shall ensure that construction considerations are incorporated into the design activities. The Contractor shall incorporate the following basic constructability concepts in the development of preliminary and final designs:

a. Designs and procurement schedules are construction-driven.
b. Designs are configured to enable efficient construction.
c. Design elements are standardized.
d. Construction efficiency is considered in specification development.
e. Module/preassembly designs are prepared to facilitate fabrication, transport, and installation.
f. Designs promote construction accessibility of personnel, material, and equipment.

7. Construction Market Analysis and Stimulation of Bidder Interest

The Contractor shall continuously monitor conditions in the construction and equipment markets to identify factors which may affect the cost or time schedule for completing the project. The Contractor shall perform analyses to: determine the availability of labor, material, equipment, potential bidders, and the cost or schedule impact of any shortages or surpluses in these areas. The Contractor shall report its findings and make recommendations as may be appropriate with respect to : long lead time procurement; separation of construction into bid packages; sequencing of work; use of alternative materials, equipment or methods; other economies in design or construction; and any other matter that will promote cost savings and completion within the time specified in the contract.

The Contractor shall submit a Construction Market Analysis and Prospective Bidders Report to DOE with completion of Preliminary Design setting forth its plan for the accomplishment of the construction. The Contractor shall submit an updated report semi-annually thereafter until award of the last construction subcontract.

Deliverable:

The Contractor shall submit a **Deactivation Plan** no later than the completion of Final Design. DOE will review the plan and provide comments within 60 days. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with the DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this plan is required.

9. **MOX Fuel Safeguards Plan**

The Contractor shall ensure that a MOX Fuel Safeguards Plan is prepared which describes implementation of applicable NRC safeguards requirements for the MOX Fuel Fabrication Facility which are to be in effect for a NRC licensed operation. The plan shall describe the implementation of applicable NRC safeguards requirements, including applicable IAEA Standards.

Deliverable:

The Contractor shall submit the **MOX Fuel Safeguards Plan** within 13 months after contract award to DOE for information.

10. **MOX Fuel Security Plan**

The Contractor shall ensure that a MOX Fuel Security Plan is prepared incorporating the DOE requirements identified in Section J, Attachment 10.

Deliverable:

The Contractor shall submit for DOE approval the **MOX Fuel Security Plan** within 6 months after DOE approval of the MOX Fuel Fabrication Facility Final Design. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with the DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

B. Fuel Qualification

The Contractor shall ensure the development and implementation of a comprehensive fuel qualification plan for the initial qualification of MOX fuel for use in the mission CLWRs. The ultimate result of this activity will be approval of fuel designs to support the plutonium disposition mission. It is recognized that fuel qualification activities performed under the base contract may extend in time so that it coincides with work being performed under other options of this contract. All work performed by the DOE Host Site contractor shall be provided to the Contractor as Government Furnished Services (GFS). Fabrication of MOX test/demonstration fuels at facilities other than the MOX Fuel Fabrication Facility shall cease upon acceptance by DOE of the Contractor's Certification of Completion of the MOX Fuel Fabrication Process Qualification Plan.

1. Requirements

The following requirements apply to the qualification of MOX fuel:

a. Perform fuel qualification activities in accordance with 10 CFR Part 50, Appendix B, Quality Assurance Criteria for Nuclear Power Plants and Fuel Reprocessing Plants.

b. Complete activities to support the first core load of MOX fuel in a CLWR in or before 2007.

c. Demonstrate adequacy of fuel design for projected burnups which shall not be less than 20,000 MWd/MTHM on an assembly basis.

d. Provide all hardware, component parts, and, if the Contractor elects, natural or depleted uranium to fabricate the MOX test/demonstration fuel.

e. Store, pending disposal or destructive post-irradiation examination, the irradiated test/demonstration fuel in accordance with NRC requirements.

f. Implement fuel qualification for a maximum of two fuel types. A "fuel type" is defined as a collection of fuel designs which can be qualified via common qualification actions.

g. Utilize DOE provided plutonium only.

Deliverable:

The Contractor shall submit a **DOE Host Site Facility(s) Recommendation Report** no later than 30 days after contract award. This recommendation report along with environmental and other information will be considered by the Department in identifying the DOE Host Site Facility(s). DOE's Host Site Facility will be identified in the SPD EIS ROD.

4. Development of a Proposed Work Task Agreement (WTA) for the Fabrication of MOX Test/Demonstration Fuel at a DOE Host Site

The Contractor shall negotiate with the selected DOE Host Site contractor to develop a proposed WTA for the fabrication of MOX test/demonstration fuel. The proposed WTA will identify the scope of modifications necessary to satisfy the infrastructure functional requirements of the DOE approved Fuel Qualification Plan, the scope of DOE Host Site contractor operations required to support the Fuel Qualification Plan, and the cost and schedule for both the required modifications and operations. The proposed WTA shall be submitted to the Contracting Officer for approval. (The Contracting Officer and the DOE Contracting Officer for the DOE Host Site will approve the WTA for the work.)

The Contractor shall ensure that the DOE Host Site contractor's designs and modifications meet the infrastructure functional requirements identified in the Fuel Qualification Plan.

The Contractor shall be responsible for procuring and furnishing all specialized MOX fuel process equipment to the DOE Host Site contractor in accordance with the schedule identified in the WTA. The Contractor shall transfer accountability of such equipment to the DOE Host Site contractor upon delivery of the equipment to the DOE Host Site.

The Contractor shall be responsible for providing to the DOE Host Site contractor all hardware, component parts, and natural or depleted uranium necessary to fabricate the MOX test/demonstration fuel in accordance with the schedule identified in the WTA.

The Contractor shall support the DOE Host Site Contractor in preparing permitting applications and obtaining required permits.

The Contractor shall provide technical direction to the DOE Host Site contractor for the fabrication of the MOX test/demonstration fuel.

7. **Fresh MOX Fuel Assembly and Pins Shipping Package**

The Contractor shall provide a certified package for the shipment of fresh MOX fuel assemblies or pins from the test/demonstration fabrication facility to a reactor for irradiation services. Certified MO-1 shipping packages are available from the Government as GFP should they meet the Contractor's requirements. The Contractor shall notify DOE a minimum of 6 months in advance of the required need date for the MO-1 packages. In addition, the Contractor shall notify DOE at least 6 months in advance of the required need date for the test/demonstration fuel assemblies or pins at the reactor site.

C. **Irradiation Services**

The Contractor shall ensure the development and implementation of an irradiation services program to utilize CLWR's to irradiate MOX fuel, which includes the following specific activities.

1. **Mission Reactor and Site Facility Modification Design**

a. **Mission Reactor and Site Facility Modification Functional Requirements**

The Contractor shall ensure that the Mission Reactor Licensees' designs for mission reactor and site facility modifications necessary to support irradiation of MOX fuel incorporate the following functional requirements as applicable:

(1) Must be able to facilitate IAEA inspections and monitoring and minimize access to proprietary or other sensitive information;

(2) Must be able to secure, store and handle MOX fuel in accordance with the requirements of 10 CFR Part 73, Physical Protection of Plants and Materials;

(3) Must have sufficient capacity for storage of one reload batch of MOX fuel elements for at least 90 days;

(4) Must have the capability to receive MOX fuel based on twenty-four hour notice of the planned SST arrival time;

(5) Must have the capability to receive, protect, and unload up to three SSTs during a 24-hour period;

(6) Must have an SST parking area within the site security

Licensees shall obtain permits in accordance with the approved Mission Reactors Permitting Plan(s).

Deliverable:

The Contractor shall submit to DOE the **Mission Reactors Permitting Plan(s)** no later than 17 months after contract award. DOE will review the plan(s) and return comments within 60 days. This submittal is for DOE information only.

4. Mission Reactors Core Management

a. Core Design Requirements

The Contractor shall ensure that the Mission Reactor Licensees' core designs to support irradiation services incorporate the following requirements:

1) Capability to utilize mixed oxide fuel pellet composition with no integral neutron absorbers.

2) Ability to achieve a minimum burnup level of 20,000 MWd/MTHM on an individual assembly basis.

3) Ability to utilize existing proven technology bases for core management to the maximum extent practicable.

4) Ability to utilize verified, validated and qualified core design codes.

5) Utilization of proven MOX core designs for initial core loadings.

6) Capability for transition from a MOX fuel core to LEU fuel core after completion of a current operating cycle and one additional cycle of operation.

7) Capability to accommodate an increase or decrease in the plutonium core loading rate for future refuelings. To the extent practicable, the core design approach shall enable substitution of LEU assemblies with MOX assemblies and vice versa, such that the addition or subtraction of MOX fuel assemblies can be balanced with traditional LEU fuel.

8) Capability to irradiate the last MOX fuel assemblies for at least one cycle before or in 2022.

9) Ability to extract pins from MOX fuel assemblies.

(i) Proposed MOX fuel throughput for the selected mission reactors by year and cumulatively;

(ii) Fuel and core designs sufficient to achieve planned throughput;

(iii) Accommodation of potential interruptions in the MOX fuel supply; and

(iv) Coordination of interfaces with fuel qualification activities.

(v) Coordination of mission reactors loading patterns to accomplish the SOW.

(vi) Capability to handle the potential disruption of MOX irradiation caused by a shut-down of a mission reactor over an extended period of time.

Deliverables:

The Contractor shall submit the **Mission Reactors Irradiation Plan** to DOE no later than 6 months after contract award. DOE review comments will be provided within 90 days of submittal of the plan. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with the DOE to resolve any differences. DOE will provide final its position within 5 days after the comment resolution meeting. The plan shall be updated as needed. Subsequent DOE reviews will be completed within 30 days.

5. Mission Reactors Operations

The Contractor shall ensure that the Mission Reactor Licensees:

a. Review and modify mission reactor procedures and programs that may be affected by the use of MOX fuel including, but not limited to: normal, emergency and post-accident operating procedures; fresh and spent fuel handling procedures; damaged fuel handling procedures; safeguards procedures; and security procedures.

b. Develop a MOX fuel utilization training program to train and qualify mission reactor site engineering, operations, maintenance,

1. Project Planning, Control, and Reporting

a. Development of a Project Management Plan

The Contractor shall develop, implement and update as required a Project Management Plan (PMP) which sets forth the plans, organization and systems to be utilized by the Contractor to manage the project. The PMP requires DOE approval. The PMP shall include, but is not limited to : a detailed description of the methodology for ensuring the successful integration of all management and technical requirements of the project across all participating organizations; a clear identification of the limits of management authority (e.g. work authorization, funds management, control of indirect costs) for all project activities; a project organizational chart; a procedure for the replacement of team members; and a summary description of the Contractor's plan for addressing labor relations issues for the project. The PMP shall also include the following:

(1) A Project Execution Risk Assessment (PERA) which grades areas of identified risk as low, medium, or high, relative to their potential impact on the project. The PERA shall include a cost/schedule benefit analysis strategy for the identified areas of risk. The PERA shall be updated annually.

(2) A detailed description of the Contractor's Project Management and Control System (PMCS). The PMCS shall serve as the basis for planning, development and management of technical, cost, and schedule baselines for all project activities. The PMCS shall contain a detailed description of the configuration management program including when each major element of design is to be placed under configuration control. The PMCS shall also be used for budget development, performance measurement, project reporting and analysis and funds management. DOE will perform a conformance review of the Contractor's PMCS to ensure actual operations of the system complies with the system description.

(3) A Project Baseline Plan (PBP) which describes the technical, cost and schedule baselines for the MOX fuel project in accordance with the PMCS. The Contractor shall expand the detail of the Project Baseline Plan submitted in

comply with DOT regulations (49 CFR Parts 171-180) and shall be certified to NRC regulations (10 CFR Part 71).

(2) Subject to any conflicting NRC requirements, the Contractor shall ensure that the design of the MOX fresh fuel package conforms to the MOX Fresh Fuel Package Technical Requirements contained in Reference ORNL/TM-13526.

(3) The Contractor shall integrate the MOX fresh fuel package into a MOX fuel transportation system which will operate to move the fuel from the MOX Fuel Fabrication Facility to the mission reactors as cost effectively as practical, where the cost represents the total cost to the Government. To the extent practical, one fuel package design shall be compatible with all reactor sites and core designs.

(4) The Contractor shall ensure the preparation and submittal for DOE approval of a MOX fresh fuel package certification plan.

(5) The Contractor shall prepare an estimated total life-cycle cost which shall include, but is not limited to : the cost of package design, testing, and certification; packaging acquisition and maintenance; any acquisitions of ancillary hardware; any necessary facility interface modification (e.g., modifications at the mission reactor sites); and disposal of the packagings when the mission is complete.

(6) The Contractor may at his discretion conside r the package conceptual design developed jointly by DOE and ORNL as an initiation point for the detailed package design (Reference ORNL/TM-13526, ORNL/TM-13427, and ORNL/TM-13574).

(7) The Contractor shall ensure that design reviews are conducted, as applicable, at approximately 30 and 85 percent of the completion of the design effort. The design reviews shall be attended by representatives of those organizations responsible for the design, the DOE TM and the DOE Contracting Officer or designee. The Contractor shall notify DOE 30 days prior to the date of the design review. This notification shall include an agenda with the necessary reference materials for the design review. After the design review, a comprehensive report which documents

start-up and transition to full operations, the net plutonium utilization factor shall not be less than 99.25%.

Deliverable:

The Contractor shall submit the **Functional and Operability Testing Plan** to DOE for approval no later than 6 months after the initiation of Option 1. DOE will require 90 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

4. Construction and Cold Start-Up Completion Certification.

The Contractor shall ensure completion of construction in accordance with approved specifications, licenses, permits, and designs. The Contractor shall ensure the successful performance of functional check-out and cold start-up testing. In addition, the Contractor shall ensure that all training and procedures are in place for hot start-up and transition to full operations. The Contractor shall provide certification to DOE that: (1) all facilities and hardware are acceptable; (2) all required procedures are issued and appropriate personnel trained; and (3) the required infrastructure is in place for the commencement of hot start-up of the MOX Fuel Fabrication Facility. The Contractor shall ensure that the MOX Fuel Fabrication Facility License Applicant submits the appropriate documentation for hot start-up to NRC.

Deliverable:

Thirty (30) days after completion of Cold Start-up, the Contractor is required to submit to DOE for approval the **Certification of Successful Completion of Construction and Cold Start-Up Testing in Accordance with the Functional and Operability Testing Plan.** The DOE will have up to 60 days to review the document and may request to review specific information used as the basis for the certification. This certification may be submitted to NRC, if required, during the DOE review period.

5. MOX Fuel Fabrication Process Qualification Plan

The Contractor shall ensure preparation of a MOX Fuel Fabrication Process Qualification Plan. The Plan shall include, but is not limited to : a description and flowchart for processes; product specifications; individual

process qualification plans; quality assurance/quality control (QA/QC) plans; fabrication and inspection procedures; and required data records for fuel pellet, fuel rod and fuel assembly production.

Deliverable:

The Contractor shall submit for DOE approval the **MOX Fuel Fabrication Process Qualification Plan** at least 120 days prior to Hot Start-up. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

6. Maintenance and Operating Procedures

The Contractor shall ensure that the MOX Fuel Fabrication Facility License Applicant develops and implements a Procedures Management System (PMS) Manual which provides instructions on the preparation, review, approval, control and implementation of procedures used to administer, operate and maintain the MOX Fuel Fabrication Facility. The PMS manual shall mandate that procedures require that: (1) protection of employees, the public and the environment is a priority whenever activities are planned and performed; (2) personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities; (3) equipment, systems, and facilities are operated and maintained in a manner which protects the Government's investment; and (4) operational requirements defined elsewhere in the SOW are implemented.

All necessary administration, operations and maintenance procedure manuals for the MOX Fuel Fabrication Facility will be prepared in accordance with the DOE approved PMS manual.

The maintenance procedure manual(s) shall, as a minimum address the following areas:

- The identification, inventory, and periodic assessment of the condition of physical assets in the maintenance program.
- The establishment of requirements, budget, and a work management system to maintain physical assets in a condition suitable for their intended use.
- The preventive, predictive and corrective maintenance to ensure physical asset availability for planned use and/or proper disposition.

- The management of backlogs associated with maintenance, repair and capital improvements

Deliverables:

The Contractor shall submit for DOE approval the **Procedures Management Systems (PMS) Manual** 120 days after the start of construction. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or to hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting.

7. Procurement of Certified Fresh MOX Fuel Shipping Packages

In accordance with the DOE approved MOX Fresh Fuel Package Procurement Plan, the Contractor or his designee shall procure, receive, inspect, and properly store all required certified packages for the transportation of fresh MOX fuel from the MOX Fuel Fabrication Facility to the mission reactors.

8. Nuclear Materials Management Program

The Contractor shall ensure that the MOX Fuel Fabrication Facility License Applicant develops a nuclear materials management program which includes, but is not limited to, compliance with safeguards and security requirements, IAEA reporting requirements, receipt inspection, safety management requirements, production information requirements and an information management system to ensure the coordination of material shipments arriving from the Pit Disassembly and Conversion facility, the uranium supplier, and shipment of completed fuel assemblies for delivery to the mission reactors.

9. Regulatory Management

The Contractor shall ensure that the MOX Fuel Fabrication Facility License Applicant continues defense of NRC license and applicable permit applications and amendments as necessary, and continues to maintain licenses and permits. Activities will be reflected in the annual updates to the Regulatory Management Plan.

WTA shall be revised, as required, to address additional support to be provided by the DOE Host Site Contractor.

Deliverable:

The Contractor shall submit to DOE the proposed revision to the **Work Task Agreement** as required. DOE will require 60 days to review the document and provide comments. The Contractor shall have 30 days to accept the comments and incorporate them or hold a comment resolution meeting with DOE to resolve any differences. DOE will provide its final position within 5 days after the comment resolution meeting. DOE approval of this agreement is required.

B. Fuel Qualification - None

C. Irradiation Services

The Contractor shall ensure that the Mission Reactor Licensees irradiate MOX fuel in the mission reactors to a minimum burnup level of 20,000 MWd/MTHM on an assembly basis. The Contractor shall update the two-year MOX fuel delivery schedule.

1. Irradiation

The Contractor shall ensure that the Mission Reactor Licensees (a) irradiate MOX fuel only in the mission reactors; (b) facilitate visits by the IAEA; (c) provide necessary MOX fuel safeguards and security; and (d) store and handle spent MOX fuel pending disposal in accordance with the requirements of the Nuclear Waste Policy Act and their NRC licenses. The Contractor shall confirm achievement of a minimum burnup level of 20,000 MWd/MTHM on an assembly basis.

The Contractor shall provide an annual inventory report of all MOX fuel assemblies located at mission reactors. The report shall include the total number of assemblies, the total kilograms of MOX fuel, total kilograms of Pu at charge, and their present burnup.

MOX fuel assemblies shall be clearly identified and remain intact at the reactor site, i.e., assemblies should not be planned for deconstitution. The only exceptions allowed are for planned testing that require removal of pins or for fuel damaged during irradiation that requires removal of pins. Damaged fuel that needs to be withdrawn from the fuel assemblies shall be withdrawn and stored pending examination or disposal.

Deliverable:

Two years after the start of irradiation of mission fuel, the Contractor shall submit the **Mission Reactors Annual Inventory Report** to DOE for information.

2. Update of Two-Year MOX Fuel Delivery Schedule

The Contractor shall continue to annually update and submit to DOE the Two-Year MOX Fuel Delivery Schedule which identifies the quantities of fresh fuel and the required delivery schedules for the mission reactors.

Deliverable:

The Contractor shall submit the **Two-Year MOX Fuel Delivery Schedule**. This schedule shall be submitted to DOE annually.

D. Project Management and Administration

The Contractor shall perform all applicable activities and maintain all systems and plans as specified in the Statement of Work for the base contract.

V. Option 3 SOW

Option 3 includes deactivation of the MOX Fuel Fabrication Facility and supporting project management activities, Option 3 requirements and associated deliverables are provided by each of the four main work elements of the project, i.e., MOX Fuel Fabrication Facility, Fuel Qualification, Irradiation Services and Project Management and Administration.

A. MOX Fuel Fabrication Facility

Upon completion of the MOX Fuel Fabrication Facility mission, the Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee deactivates the MOX Fuel Fabrication Facility in accordance with the approved Deactivation Plan.

1. MOX Fuel Fabrication Facility Deactivation Requirements and Deliverables

The Contractor shall ensure that the MOX Fuel Fabrication Facility Licensee performs deactivation of the MOX Fuel Fabrication Facility in accordance with the approved Deactivation Plan and the NRC license. The Contractor shall certify to the Government that the MOX Fuel Fabrication Facility has been deactivated in accordance with the plan and the NRC license requirements. Upon approval of the certification, the DOE shall accept responsibility for the facility.

The Contractor shall dispose of or otherwise effect the disposition of the fresh MOX fuel packages in accordance with the terms of the contract.

Deliverable:

The Contractor shall provide for DOE approval a **Certification of Deactivation Completion**. DOE will have up to 60 days to review the document and may request to review specific information used as a basis for the certification.

2. Revision of the Work Task Agreement (WTA) Between the Contractor and the DOE Host Site Contractor for Support of the Deactivation of the MOX Fuel Fabrication Facility.

The Contractor shall ensure that the WTA prepared in Option 2 is updated as may be required. The proposed revised WTA will identify all support required. The WTA will include the estimated cost and schedule for the required support to be provided by the DOE Host Site Contractor. The WTA shall define the roles and responsibilities.

PART III

SECTION J

2. ACRONYMS, ABBREVIATIONS AND ELEMENTS

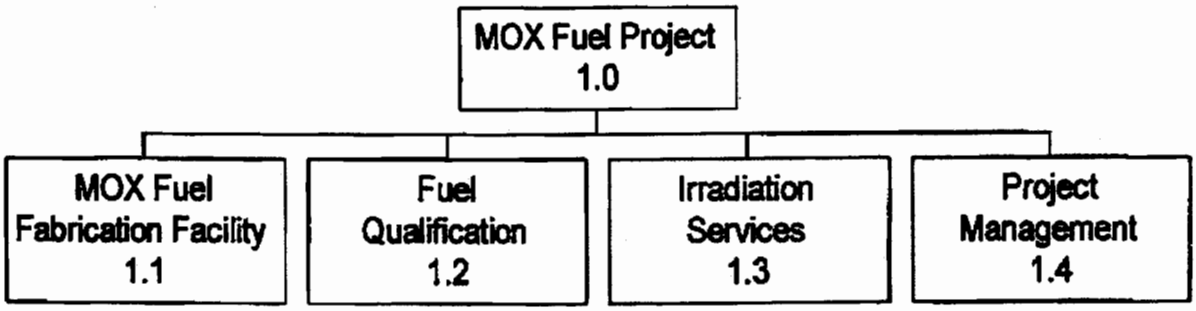
INFORMATION FOR ENVIRONMENTAL DATA

CO	Carbon Monoxide
NO_2	Nitrogen Dioxide
No_x	Nitrogen Oxides
PM_{10}	Particulate Matter Less than 10 Micron Aerodyamic Mass Mean Diameter
SO_2	Sulphur Dioxide
VOC	Volatile Organic Compounds

ELEMENTS

DUF_6	Depleted Uranium Hexafluoride
Pu	Plutonium
PuO_2	Plutonium Oxide
U	Uranium
UO_2	Uranium Dioxide

MOX FUEL PROJECT
SUMMARY WORK BREAKDOWN STRUCTURE



PART III

SECTION J

3. PROJECT SUMMARY WORK BREAKDOWN STRUCTURE

REPORT DISTRIBUTION LIST

RFP No. DE-RP02-98CH10888	Plans and Reports Specified on Checklist	Deliverables specified in Statement of Work	
Addressees:	***Number of Report Copies***		***Special Instructions***
Contracting Officer *	2	2	
HQ Program Officer *	2	2	
Project Manager *	4	4	

* Address(es) To Be Determined

PART III

SECTION J

5. LIST OF KEY PERSONNEL

The key personnel referred to in the clause entitled, "K ey Personnel" set forth in Part II, Section I, are: *

PART III

SECTION J

6. BILLING INSTRUCTIONS

(8) Enter the dollar amount of this billing . The amount claimed must agree with the amount reflected in the attached Statement of Cost (see Exhibit B).

(9) Place an "X" in the appropriate block for the type of payment for which reimbursement is requested.

IV. Billing Period. Vouchers shall be submitted no more frequently than once every 2 weeks (except that small business concerns may invoice more frequently).

V. The Statement of Cost shall be completed substantially as shown in Exhibit B, making due allowance for the Contractor's cost accounting system. Costs claimed shall be only those recorded costs authorized for billing by the payment provisions of the contract. Indirect costs claimed shall reflect actual experience, but in no event shall exceed those approved for billing purposes by the Contracting Officer. Additional supporting data for claimed costs shall be provided in such form and reasonable detail as an authorized representative of the Contracting Officer may require.

VI. Submission. An original voucher and two copies shall be submitted to:

DOE Capital Accounting Center
CR 54/CHO
Accounts Payable Division
U.S. Department of Energy
P. O. Box 500
Germantown, MD 20874-1290

A copy of the voucher shall also be submitted to the DOE Contract Specialist and the DOE Technical Manager as set forth in Part I, Section G - Contract Administration Data, of this contract. Each voucher (original and two copies) shall be supported by a Statement of Cost. The Certification on the Statement of Cost attached to each voucher must be signed by a responsible official of the Contractor. If follow-up billings are necessary, they must be clearly marked to show that they are second or third billings. Completion/final vouchers shall clearly be marked as such.

Exhibit A

Standard Form 1034 Revised January 1990 Department of the Treasury 1 TFRM 4-2000 1034-118	PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL	VOUCHER NO.
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION	DATE VOUCHER PREPARED	SCHEDULE NO
	CONTRACT NUMBER AND DATE	PAID BY
PAYEE'S NAME AND ADDRESS		DISCOUNT TERMS
		PAYEE'S ACCOUNT NUMBER
SHIPPED FROM	TO WEIGHT	GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST	UNIT PRICE PER	AMOUNT [1]

(Use Continuation Sheet(s) if necessary) (Payee must NOT use the space below) TOTAL

PAYMENT:	APPROVED FOR =$	EXCHANGE RATE =$1.00	DIFFERENCES
☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE	BY [2]		Amount verified; correct for
	TITLE		(Signature or Initials)

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(Date) (Authorized Certifying Officer)[3] (Title)

ACCOUNTING CLASSIFICATION

PAID	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE	PAYEE[3]	

[1] When stated in foreign currency, insert name of currency.

[2] If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.

[3] When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasury", as the case may be.

PER

TITLE

Previous edition usable

NSN 7540-00-634-4206
1034_VOU.DOC

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

Exhibit B

STATEMENT OF COST

The ABC Company
Anywhere, U. S. A., 01234

Contract No._____
Voucher No._____

Contract Amount (face value):

Estimated Cost	$_____
Fixed-Fee (if any)	$_____
Total	$_____

Amount Authorized for Expenditure (obligated:

Basic Contract	$_____
All Modifications	$_____
Contract to Date	$_____

Period of performance covered by this billing:

Claimed Costs	Claimed for this Billing Period	Cumulative Claimed Th rough This Billing Period
Direct Labor		
Fringe Benefit @%		
Overhead @%		
Nonexpendable Items Including Equipment (List items separately)		
Materials & Supplies		
Travel		
Subcontract #1 (DEF Co.)		
Subcontract #2 (GHI Co.)		
Subcontract #3 (Smith)		
Subcontract #4 (Misc)		
Other Direct Costs		
Adjustments (Explain)		
Total Costs (less G&A)		
G&A @%_____		
Total Costs		
Fee @%_____ (if any)		
Total costs and fee		
Credit (Explain)		
Contractor's share (if any)		
Government's share		

CERTIFICATION: I certify that this invoice is correct and in accordance with the terms of the contract and that the costs included herein have been incurred, represent payments made by the Contractor except as otherwise authorized in the payments provisions of the contract, and properly reflect the work performed.

EXPLANATION:

7. SENSITIVE FOREIGN COUNTRIES LISTING (JULY 1994)

Countries appear on this list for reasons of national security, terrorism or nuclear non-proliferation support.

Algeria
Armenia
Azerbaijan
Belarus
China, People's Republic of
Cuba
Georgia
India
Iran
Iraq
Israel
Kazakhstan
Libya
Moldova
North Korea
Pakistan
Russian Federation
Sudan
Syria
Taiwan
Tadjikistan
Turkmenistan
Ukraine
Uzbekistan

NOTE: Due to the dynamic nature of world events, other countries may, at any time become sensitive. Therefore, caution should be exercised in dealing with citizens of countries not listed to assure that sensitive information, although unclassified in nature, is not inadvertently disclosed. This would include nuclear and other U.S. technology and economic information.

PART III

SECTION J

8. SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

F. A description of the method used to develop the subcontracting goals for small and small disadvantaged business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and how the capabilities of small and small disadvantaged businesses were determined -- include any source lists used in the determination process).

G. Indirect costs have been _____ have not been _____ included in the dollar and percentage subcontracting goals stated above. (check one)

H. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontract to small business and small disadvantaged business concerns.

3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Duties: Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small and small disadvantaged business concerns; and assure that small and small disadvantaged businesses are included on the source lists for solicitations for products and services they are capable of providing;

B. Developing and maintaining bidder's lists of small and small disadvantaged business concerns from all possible sources;

C. Ensuring periodic rotation of potential subcontractors on bidder's lists;

D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small and small disadvantaged businesses; within State Purchasing laws and regulations

E. Make arrangement s for the utilization of various sources for the identification of small and small disadvantaged businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and contact with Federal agencies' Small and Disadvantaged Business Utilization Specialists (SADBUS);

F. Overseeing the establishment and maintenance of contract and subcontract award records ;

G. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurements Conferences, etc;

H. Ensure small and small disadvantaged business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;

I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;

K. Preparing, and submitting timely, required subcontract reports ;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;

M. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small and small disadvantaged business concerns participation, where possible.

N. Ensuring that the bid proposal review board document its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.

O. Ensuring the establishment and maintenance of records of solicitati ons and subcontract award activity.

P. Ensuring that women-owned business shall be afforded maximum practicable opportunity; and

Q. Ensuring that historically Black colleges and universities and minority institutions shall be afforded maximum practicable opportunity.

R. Other duties _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

(i) Contacting disadvantaged (minority) and small business trade associations (identify specific disadvantaged and small disadvantaged business trade associations).

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of $500,000 ($1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small, Small Disadvantaged and Women Owned Small Business Subcontracting Plan." (FAR 19.704 (a)(4)).

Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 - March 31	SF-294	04/30
Apr 1 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30

7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

A. If the prime contractor is not using PASS as its source for small and small disadvantaged business concerns, list the names of guides and other data identifying such vendors;

B. Organizations contacted in an attempt to locate small and small disadvantaged business sources;

PART III

SECTION J

9. U. S. DEPARTMENT OF LABOR WAGE DETERMINATION (DAVIS-BACON)

The Department of Labor Wage Determination(s) to be attached hereto by modification to the contract, shall be complied with subject to the requirements of the Davis-Bacon Act.

PART III

SECTION J

10. DOE SECURITY REQUIREMENTS

DOE SECURITY REQUIREMENTS

DOE Order 200.1	"Information Management Program"
DOE Order 470.1	"Safeguards and Security Program"
DOE Order 471.1	"Identification and Protection of Unclassified Controlled Nuclear Information"
DOE Order 471.2A	"Information Security Program" and accompanying manual
DOE Order 472.1B	"Personnel Security Activities"
DOE Manual 474.1-2	"Nuclear Materials Management & Safeguards Reporting and Data Submission"
DOE Order 5610.2	"Control of Weapon Data"
DOE Order 5632.1C	"Protection & Control of Safeguards & Security Interests"
DOE Order 5632.7A	"Protective Force Program"
DOE Order 5633.3B	"Control & Accountability of Nuclear Materials"
DOE Order 5650.2B	"Identification of Classified Information"

PART IV

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS

ATTACHMENT NO.	LIST OF ATTACHMENTS
1	CONTRACT PRE-AWARD INFORMATION SHEET
2	U. S. DEPARTMENT OF ENERGY REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/ OFFERORS, SOLICITATION NO. DE-RP02-98CH10888, SECTION K
3	INSTRUCTIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO FOREIGN INTERESTS
4	DISCLOSURE OF LOBBYING ACTIVITIES SHEET, SF LLL

CONTRACT PRE-AWARD INFORMATION SHEET

Contractor: _____

Contract No.: _____ Mod. No. _____

		YES	NO
A. ENVIRONMENT			
A.1.	Will proposed contract funds be used for acquisition and/or leasing of real property, construction, clearing of land, change in land use, or commitment of natural resources?	( )	( )
A.2.	Are any federal, state or local environmental permits necessary for work under the proposed contract?	( )	( )
A.3.	Will there be any hazardous liquid and/or solid chemical wastes to be disposed of as a result of this project? If the answer is "yes", describe the type of wastes and how they are to be disposed:	( )	( )
A.4.	Will there be any unregulated, unique, and environmentally significant waste products generated that are not covered by permits presently used?	( )	( )
A.5.	Will exotic species of organisms be used under the terms of the contract?	( )	( )
B. PROPERTY			
B.1.	Is Government-owned property contemplated under this contract? If Yes: ( ) Government Furnished Property or ( ) Contractor Acquired	( )	( )
B.2.	Do you have a property control system as prescribed in FAR 45.5?	( )	( )
B.3.	Has this system been approved by a Government official? If yes, name and address of approving official: _____ _____	( )	( )

		YES	NO
C. INTELLECTUAL PROPERTY			
C.1.	THE CONTRACTOR IS:		

( ) A University or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)); or

( ) A nonprofit scientific or educational organization qualified under a State nonprofit organization statute. Please identify the statute.

_____

( ) A small business concern as defined at Section 2 of Public Law 85-536 (15 USC 632) and implementing regulations of the administrator of the Small Business Administration.

( ) None of the above.

Contractors who have checked NONE OF THE ABOVE have the right to request, in advance of or within 30 days after execution of the contract, in accordance with applicable statutes and DOE Procurement Regulations (9-9, 109-6), a waiver of all or any part of the rights of the United States in Subject Inventions. If the contractor intends to request a waiver to such invention rights pursuant to DOE PR 9-9.109-6, please indicate:

Do you intend to request an advance waiver in accordance with with DOE PR 9-9.109-6? ( ) ( )

C.2. RIGHTS IN PROPOSAL DATA

It is DOE policy for a contract award based on a proposal that, in consideration of the award, the Government shall obtain unlimited rights in the technical data contained in the proposal unless the contractor marks those portions of the technical information which he asserts as "proprietary data" or specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the contract.

Will restrictions be placed on Government rights in the proposal technical data? ( ) ( )

YES NO

If yes, identify below, the technical data that is proprietary or is not directly related to or will not be utilized in the work to be funded under the contract:

_____

_____

_____

C.3. IDENTIFICATION OF TECHNICAL DATA WHICH IS PROPRIETARY

The Rights in Technical Data clause proposed to be used for this contract may not permit the utilization of proprietary data in the contract work or, if the use of proprietary data is permitted, may not be adequate to meet programmatic requirements. Use of data which is proprietary may prevent you from meeting the data requirements of the contract (including delivery of data). Your attention is particularly drawn to the use of LICENSED COMPUTER SOFTWARE.

Will proprietary data be utilized in the contract work? ( ) ( )

If yes, identify below the proprietary data that will be utilized in the contract work:

_____

_____

_____

_____

Will LICENSED COMPUTER SOFTWARE be utilized in the contract work (by the contractor or any lower tier contractor)? ( ) ( )

If yes, identify the LICENSED COMPUTER SOFTWARE that will be utilized in the contract work:

_____

_____

_____

_____

	YES	NO
D. HUMAN RESEARCH		
D.1. Does this research work involve the use of human subjects?	( )	( )
D.2. Do you intend to award a subcontract that would require research work involving human subjects?	( )	( )

D.3. If the answer is yes to either of the foregoing questions, indicate the name, title, and telephone number of a point of contact(s) who can provide detailed information concerning this research project:

Name: _____

_____

Telephone No.: _____

_____

E. CONGRESSIONAL DISTRICT AND COUNTY

For the principal place of performance, the Congressional District is _____ and the county is _____

_____ Signature

_____ Date

_____ Name and Title

40. Signature/Certification

* NOTE: Offerors, and if applicable, parent organizations, who have (1) submitted FOCI information previously; (2) received an affirmative FOCI clearance determination within the past five years; and (3) experienced no changes to the FOCI submission previously filed need only have an authorized official of the respective organization provide a signed statement to that effect at the end of this representations and certifications, identifying the DOE office to which they provided the information and the date of the prior representations and certifications.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
_____	_____
_____	_____
_____	_____

IF NEGOTIATION PROCEDURES ARE USED,COMPLETE ITEMS 12, 13, AND 14.

12. Type of Business Organization (OCT 1997) (FAR 52.2154)

The offeror or respondent, by checking the applicable box, represents that–

(a) It operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in (country) _____.

13. Authorized Negotiators (APR 1984) (FAR 52.21511)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

_____
_____
_____

14. Place of Performance (OCT 1997) (FAR 52.2155)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of theofferor or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

COMPLETE ITEMS 15 THROUGH 40 ONLY AS INDICATED ON CHECKLIST.

15. Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (JAN 1997) (FAR 52.219-19)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation).

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range).

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following)

No. of employees	Avg. annual gross revenues
_____ 50 or fewer	_____ $1 million or less
_____ 51 - 100	_____ $1,000,001 - $2 million
_____ 101 - 250	_____ $2,000,001 - $3.5 million
_____ 251 - 500	_____ $3,500,001 - $5 million
_____ 501 - 750	_____ $5,000,001 - $10 million
_____ 751 - 1,000	_____ $10,000,001 - $17 million
_____ Over 1,000	_____ Over $17 million

8. Is 5% or more of any class of your organization's securities held in "nominee shares," in "street names", or in some other method which does not disclose beneficial owner of equitable title? (Identify each foreign institutional investor holding 5 percent or more of the voting stock. Identification should include the name and address of the investor and percentage of stock held. State whether the investor has attempted to, or has, exerted any management control or influence over the appointment of directors, officers, or other key management personnel, and whether such investors have attempted to influence the policies of the corporation. If you have received from the investor a copy of the Schedule 13D and/or Schedule 13G filed by the investor with the Securities and Exchange Commission, you are to attach a copy of Schedule 13D and/or Schedule 13G.)	
9. Does your organization have interlocking directors with foreign interests? (Include identifying data on all such directors. If they have a security clearance, so state. Also indicate the name and address of all other corporations with which they serve in any capacity.)	
10. Are there any citizens of foreign countries employed by, or who may visit, your offices or facilities in a capacity which may permit them to have access to classifiedinformation or a significant quantity of special nuclear material? (Provide complete information by identifying the individuals and the country of which they are citizens.)	
11. Does your organization have foreign involvement not otherwise covered in your answers to the above questions? (Describe the foreign involvement in detail, including why the involvement would not be reportable in the preceding questions.)	

(d) Prior to award of a contract under this solicitation, the DOE must determine that award of the contract to the offeror/bidder will not pose an undue risk to the common defense and security as a result of its access to classified information or a significant quantity of special nuclear material in the performance of the contract. In making the determination, the contracting officer may consider a voting trust or other arrangements proposed by the offeror/bidder to mitigate or avoid FOCI. The contracting officer may require the offeror/bidder to submit such additional information as deemed pertinent to this determination.

(e) The offeror shall require any subcontractors having access to classified information or a significant quantity of special nuclear material to provide responses to the questions in paragraph (c) of this provision directly to the DOE contracting officer.

(f) Information submitted by the offeror/bidder in response to the questions in (c) above is to be used solely for purposes of evaluating foreign ownership, control, or influence and shall be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

CONTENTS REVIEW
[Please Review Before Submitting]

Prior to submitting an FOCI submission, the offeror shall review the submission to ensure that:

(1) If the offeror is owned by a parent organization(s), the FOCI representations and certification have been attached for all tier parents, i.e., ultimate parent and any intervening levels of ownership. Each certification must be signed and dated by an authorized official of the respective organization.

(2) If the offeror is a publicly traded company or a subsidiary of another corporation, the contractor and all tier parents have submitted the following information in addition to the executed FOCI representations and certification:

(a) the ultimate parent has submitted its most recent Annual Report, most recent Proxy Statement for its annual meeting of stockholders, and its Securities and Exchange Commission 10-K Report.

(b) subsidiaries have submitted separate consolidated financial information for their organization and all their wholly-owned and/or majority-owned subsidiaries and affiliates.

(c) the offeror and all tier parents have submitted a list identifying their respective organization's officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

(3) If the offeror is a privately owned company, the following information has been provided in addition to the executed FOCI representations and certification:

(a) Consolidated financial information for their organization and all their wholly- and/or majority-owned subsidiaries and affiliates.

(b) a list identifying the organization's owners, officers, directors, and executive personnel, to include their names; social security numbers; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

30. Certification and Estimate of Percentage of Recovered Material ContentFor EPA Designated Items (OCT 1997) (FAR 52.223-9)

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(j)(2)(C)), the contractor shall execute the following certification:

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA Designated Items was at least the amount required by the applicable contract specifications.

_____
(Signature of the Officer or Employee)

_____
(Typed Name of the Officer or Employee)

_____
(Title)

_____
(Name of Company, Firm, or Organization)

_____
(Date)

(b) The Contractor also shall estimate the percentage of recovered materials actually used in the performance of this contract. The estimate is in addition to the certification in paragraph (a) of this clause.

ESTIMATE

EPA designated item	Total dollar value of EPA designated item	Percentage of recovered material content*

* Where applicable, also include the percentage of postconsumer material content.

(c) The Contractor shall submit this certification and estimate upon completion of the contract to:

_____

* To be completed in accordance with agency procedures.

31. Certification of Toxic Chemical Release Reporting (OCT 1996) (FAR 52.223-13)

(a) Submission of the certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that–

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), theofferor will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

[ ] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[ ] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[ ] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

[ ] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or.

[ ] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

32. Buy American Certificate (DEC 1989) (FAR 52.225I)

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act–Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

(List as necessary)

Excluded End Products	Country of Origin
_____	_____
_____	_____
_____	_____

Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.

33. Balance of Payments Program Certificate (APR 1985) (FAR 52.225B)

(a) The offeror hereby certifies that each end product or service, except the end products or services listed below, is a domestic end product or service (as defined in the clause entitled "Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products or Services

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(b) For evaluation purposes only, each offer of an end product other than a domestic end product shall be increased by 50 percent. Any domestic end product offer that exceeds such evaluated other end product shall be considered unreasonable in cost or inconsistent with the public interest.

34. Historically Black College or University and Minority Institution Representation (MAY 1997)(FAR 52.226-2)

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

"[ ] is [ ] is not a Historically Black College or University;

[ ] is [ ] is not a Minority Institution.

35. Patents - Notice of Government Licensee (APR 1984) (FAR 52.227I)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is _____ [Contracting Officer fill in], and the royalty rate is _____ [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

[ ] Owner

[ ] Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

36. Representation of Limited Rights Data and Restricted Computer Software (JUN 1987) (FAR 52.227I5)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract

(2) _____ An institution of higher learning determined to be a Historically Black College and University by the Secretary of Education pursuant to 34 CFR 608.2; or

(3) _____ A small business concern, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that is owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) By submission of an offer, the offeror agrees to provide to the Contracting Officer, upon request, evidence satisfactory to the contracting officer that the offeror is an entity from the Energy Policy Act target group identified.

40. Signature/Certification

By signing below, the bidder/offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The bidder/offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the bidder/offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

_____ _____
Signature of the Officer or Employee Responsible for the Bid/Offer — Date of Execution

_____
Typed Name and Title of the Officer or Employee Responsible for the Bid/Offer

_____
Name of Organization

_____
Street

_____
City, State

_____
SOLICITATION NUMBER

Question #4: Does any foreign person(s) have the power, direct or indirect, to control the election, ppointment, or tenure of members of your organization's board of directors (or similar governing body) or other management positions of your organization, or have the power to control or cause the direction of other decisions or activities of your organization? If yes:

*Identify the foreign person(s) by name, title, citizenship, and all details concerning the control or influence.

Note: If any foreign person(s) have such power, this question shall be answered in the affirmative even if such power has not been exercised, and whether or not it is exercisable through ownership of your facility's securities, if such power may be invoked by contractual arrangements or by other means.

Question #5: Does your organization have any contracts, agreements, understandings, or arrangements with a foreign person(s)? If yes:

*For each instance, provide the name of the foreign person, country, percentage of gross income derived, and nature of involvement, including:

*whether defense/nuclear related or not

*involvement with classified or export controlled technology

*compliance with export control requirements

*Where the organization has a large number of involvements and where these involvements are not efense/nuclear related and represent a small percentage of gross income, the explanation can be a generalized statement addressing the totals by country.

NOTE: We do not expect and will not require the contractor to ask every customer if he/she falls within the NISPOM definition of a foreign person. We will ask the contractor to provide ongoing security education to those individuals who negotiate and/or administer such agreements regarding their responsibilities to report agreements with a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question to "the best of his/her knowledge" or "through his/her best efforts".

Question #6: Does your organization, whether as borrower, surety, guarantor or otherwise have any indebtedness, liabilities or obligations to a foreign person(s)? If yes:

*Provide your overall debt-to-equity ratio (in percentage)

*With respect to indebtedness or liability to a foreign person, indicate to whom indebted or liable, what collateral has been furnished or pledged, and any conditions or covenants of the loan agreement. If stock or assets have been furnished or pledged as collateral, provide a copy of the loan agreement or pertinent extracts thereof (to include procedures to be followed in the event of default).

*If any debentures are convertible, provide specifics.

*If loan payments are in default, provide details.

*This question should be answered in the affirmative if the debt is with a U.S.entity that is owned or controlled either directly or indirectly by a foreign person. If unknown, so state.

Note: As stated above, we do not expect and will not require the contractor to ask every lender if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle lending arrangements regarding their responsibilities to report any such arrangements with a foreign person lender, to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #7: During your last fiscal year, did your organization derive:

a. **5% or more of its total revenues or net income from any single foreign person?**

b. **in the aggregate 30% or more of its revenues or net income from foreign persons?**

If yes to either part of the question:

*Provide overall percentage of income derived from foreign sources by country, nature of involvement, and type of services or products.

*Indicate if any single foreign source represents in excess of 5% of total revenues or net income.

*Indicate whether any classified information is involved.

*State whether facility is in compliance with applicable export control requirements.

Note: As previously stated, we do not expect and will not require the contractor to ask every customer if he/she qualifies as a foreign person. We will ask the contractor to provide ongoing security education to those employees who handle information about company revenues regarding their responsibility to report revenues derived from a foreign person(s) to the best of their knowledge. The contractor will be certifying the response to this question as being to "the best of his/her knowledge" or "through his/her best efforts".

Question #8: Is 10% or more of your organization's securities held in "nominee shares," in "street names" or in some other method which does not disclose the beneficialowner ? If yes:

*Identify each foreign institutional investor holding 10% or more of the voting stock by name and address and the percentage of stock held.

*Indicate whether any investor has attempted to, or has exerted any control or influenceover appointments to management positions or influenced the policies of the organization.

Question #9: Do any of the members of your organization's board of directors (or similar governing body), officers, executive personnel, general partners, regents, trustees or senior management officials hold any positions with, or serve as consultants for, any foreign person(s)? If yes:

*Provide the name, title, citizenship, immigration status and clearance or exclusion status on all such persons.

DD FORM 441s, APR 1997 PREVIOUS EDITION IS OBSOLETE.

REMARKS *(Attach additional sheets, if necessary, for a full detailed statement.)*

CERTIFICATION

I CERTIFY that the entries made by me above are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

WITNESSES:

_____

_____

NOTE: In case of a corporation, a witness is not required but the certificate below must be completed. Type or print names under all signatures.

_____
(Date Certified)

By: _____
(Contractor)

_____
(Title)

_____
(Address)

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, _____ certify that I am the _____

of the corporation named as Contractor herein; that _____

who signed this certificate on behalf of the Contractor, was then _____

of said corporation; that said certificate was duly signed for and in behalf of said corporation by authority of its governing body, and is within the
scope of its corporate powers.

(Corporate Seal)

_____
(Signature and Date)

DD FORM 441s, (BACK) APR 1997

DEFINITIONS FOR COMPLETION OF THE CERTIFICATE PERTAINING TO FOREIGN INTERESTS

Affiliate - Any entity effectively owned or controlled by another entity.

Beneficial Owner - The true owner of a security who may, for convenience, be recorded under the name of a nominee. Such ownership entitles the owner to the power to vote or direct the voting of a security or to impose or direct the disposition of a security.

Bond - A certificate which is evidence of a debt in which the issuer promises to repay a specified amount of money to the bondholder, plus a certain amount of interest, within a fixed period of time.

Convertible Debentures - Bonds which the holder can exchange for shares of voting stock.

Covenant - A detailed clause in a lending agreement designed to protect the lender.

Debenture - A general debt unsecured by a pledge of any specific piece of property. Like any other general creditor claims, a debenture is secured by any property not otherwise pledged.

Debt-to-Equity Ratio - Total liabilities divided by total shareholders' equity (total assets minus total liabilities of a corporation; also called stockholders' equity, equity, and net worth) . This shows to what extent owners' equity can cushion creditors' claims in the event of liquidation.

Equity Security - an ownership interest in a company, most often taking the form of corporate stock.

Foreign Interest - Any foreign government, agency of a foreign government, or representative of a foreign government; any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the U.S. or its possessions and trust territories, and any person who is not a citizen or national of the United States.

Foreign Person - Any foreign interest and any US person effectively owned or controlled by a foreign interest.

Guarantor - One who makes the guaranty (an agreement or promise to answer for the debt, default or miscarriage of another)

Immigration Status - Legal basis for a non-US citizen's residence in the United States (e.g., work visa, admission for permanent residence) . Note: Immigration and Naturalization Service Form 1-9 is an excellent source for this information.

Joint Venture - A partnership or cooperative agreement between two or more persons or firms, usually restricted to a single specific undertaking. Normally the undertaking is of short duration, such as for the design and construction of a dam.
Liability - Claim on the assets of a company or individual.

Licensing Agreement - A permit granted by one business to another which permits duplication of processes and production of similar items.

REPRESENTATIVES OF A FOREIGN INTEREST (RFI) STATEMENT

A RFI is a citizen or national of the U.S., or an intending citizen to the U.S., who is acting as a representative of a foreign interest. If any individual having or requiring a DOE security clearance is a RFI, a RFI Statement (sample document attached) must be completed.

A Foreign Interest is any foreign government, agency of a foreign government, or representative of a foreign government; any form of business enterprise or legal entity organization, chartered or incorporated under the laws of any country, other than the U.S. or its possessions and trust territories, and any person who is not a citizen or national of the U.S.

Name of the foreign interest:

Address of the foreign interest:

The nature of business of the foreign firm and the products/services involved. Also indicate if they have any military application:

Full details of ownership or affiliation with the foreign interest:

The specific relationship between the foreign interest and the U.S. organization:

Your job titles and specific duties with the foreign interest:

Percentage of time devoted to foreign interest:

Percentage of U.S. organization's revenues and net income derived from foreign firm during the U.S. organization's most recently closed accounting year:

Name and address of all U.S. facilities where you hold or are in process for an access authorization:

The nature of business of all U.S. organizations and the products/services involved.

Summary of duties with the foreign firm. Provide detailed information, as well as position title:

Have you ever registered as an Agent of a foreign government as detailed in 18 U.S.C. 219? If so, please provide details:

CERTIFICATION: I recognize my special responsibility to protect classified information from disclosure to any unauthorized person, foreign, or domestic.

TYPE OR PRINTED NAME: _____

FULL NAME: _____ **DATE:** _____
Signature

SOCIAL SECURITY NUMBER:_____FACILITY:_____

CONTENTS REVIEW REQUIRED BY THE OFFEROR

Prior to forwarding a FOCI submission to DOE, the offeror should review the FOCI documentation to ensure that:

a. If the offeror is owned by a parent organization(s), the FOCI representations and certification(s) have been attached for all tier parents, i.e., ultimate parent and any intervening levels of ownership. Each certification must be signed and dated by an authorized official of the respective organization. [i.e., a person authorized to represent and sign for the organization as officially recorded by the organization (that is, in the document which sets forth the terms and conditions for its operation and management by laws, operating agreement, partnership agreement, etc.)]

In addition to the executed FOCI representations and certification, an offeror/bidder and, if applicable, its tier parents should also submit the following to the Contracting Officer, or a contractor with a DOE approved facility clearance and, if applicable, its tier parents should also submit the following to the Lead Responsible Office:

1. A copy of the U.S. company's articles of incorporation and an attested copy of the U.S. company's by-laws, or similar documents filed for the U.S. company's existence and management, and all amendments to those documents. NOTE: A contractor with a DOE approved facility clearance and, if applicable, its tier parents do not need to provide these documents unless (i) the U.S. company's articles of incorporation and by-laws, or similar documents filed for the U.S. company's existence and management, have been amended; or (ii) the Lead Responsible Office has requested the documents.

2. Complete and return the attached Supplemental FOCI Data Sheet. NOTE: A contractor with a DOE approved facility clearance and, if applicable, its tier parents do not need to provide the Supplemental FOCI Data Sheet unless (i) a change(s) has occurred which would affect the answers to the information in the Supplemental FOCI Data Sheet previously provided by the contractor and/or its tier parents, if applicable; or (ii) the Lead Responsible Office has requested the contractor and/or its tier parents to complete and return the Supplemental FOCI Data Sheet. The Supplemental FOCI Data Sheet will enable the Lead Responsible Office to review and verify the submitted information in a quicker and more thorough manner which will provide a quicker determination.

3. Consolidated information and statements for the organization's most recently closed accounting year:

   a. Publicly-traded companies (whether the ultimate parent, intermediate parent, or subsidiary) should submit its annual report and securities and exchange commission form 10-K report for the most recently closed accounting year, as well as its most recent proxy statement for the annual meeting of stockholders.

   b. Privately-owned companies (whether the ultimate parent, intermediate parent, or subsidiary) should submit consolidated financial information (i.e., to include the accounts of the company and its subsidiary companies) for the most recently closed accounting year. The financial information should be prepared and presented in accordance with

generally accepted accounting principles as established by the financial accounting standards board, to include accompanying footnote disclosures. If available, audited financial information should be provided. If audited financial information is not available, unaudited information should be accepted, but only if accompanied by a certification attesting to the unavailability of audited information.

4. Listing of owners, officers, directors, and executive personnel (OODEP)

The contractor and all tier parents shall submit a list identifying their respective organization's owners, owner's representatives, officers, directors, and executive personnel, to include their complete names; social security numbers; date and place of birth; citizenship; titles of all positions they hold within the organization; and what clearances, if any, they possess or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances. (See attached OODEP List)

If any position is vacant, so state.

For sole proprietorships operating in community property states (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, or Wisconsin), information on the sole proprietor's spouse, if applicable, should also be provided on the OODEP listing.

With respect to the U.S. organization's owners, publicly-traded companies do not need to provide all identifying information on its owners as required on the OODEP listing unless those individuals are OODEP's of the U.S. organization. However, publicly-traded companies should provides the most recent copies of any Schedules 13D and/or 13G received from any beneficial owners (foreign or domestic) who hold 5 percent or more of any class of the U.S. organization's securities.

NOTE: *If any of these documents are missing the contracting officer cannot complete award of the contract.*

SUPPLEMENTAL FOCI DATA SHEET

PROVIDE RESPONSES TO THE QUESTIONS IDENTIFIED BELOW: (SUPPLEMENTAL PAGES MAY BE ATTACHED TO PROVIDE COMPLETE AND ACCURATE RESPONSES.)

1. Identify organizational structure: ( ) corporation, ( ) sole proprietorship, ( ) limited partnership, ( ) general partnership, ( ) other - if so, identify.

2. Current legal company or organization name:

   _____

3. Other business names used (i.e. dba [doing business as]):

   _____

4. Date business was incorporated or established and state:

   _____

5. Enclose a copy of your organization's articles of incorporation and any amendments.

6. Enclose a copy of your organization's bylaws, or similar document, that affects the following appointment of officers or directors, the amount and distribution of stock, or ownership, etc., and any amendments affecting those areas.

7. Stock ownership: ( ) privately held, ( ) publicly traded.

   a.) Number of shares authorized: _____

   b.) Number of shares issued: _____

   c.) Is cumulative voting authorized? _____

8. Address and phone number for the point of contact for FOCI matters.

   Point of Contact _____

   Address: _____

   Telephone _____

9. Name(s) of all tier parent organizations, if applicable:

10. How many positions of Director are authorized? _____

11. Who is assigned as Chairman of the Board? _____

12. Are any of your officers or directors representatives of a foreign interest (RFI)? If so, those individuals must complete the attached RFI statement. [ ] YES [ ] NO

13. Financial information to be provided: If privately held, an audited financial statement less than one year old. If publicly held, the most recent Annual Report & 10K Report, most recent proxy statement for the annual meeting of stockholders and any Schedule 13D and/or 13G received from any beneficial owners (foreign or domestic) who hold 5 percent or more of any class of the U.S. organizations securities. (Revised 11/97)

OWNERS, OFFICERS, DIRECTORS AND EXECUTIVE PERSONNEL (OODEP) LIST

ORGANIZATION OR COMPANY NAME: _____

NAME OF INDIVIDUAL	POSITION HELD	IF OWNER, LIST % OF OWNERSHIP	SOCIAL SECURITY NUMBER	LIST ANY PERSONNEL CLEARANCE HELD OR IN PROCESS	LIST CITIZENSHIP

This form must be certified as being accurate, current and complete by an authorized official of the organization (i.e., a person authorized to represent and sign for the organization as officially recorded by the organization (that is, in the document which sets forth the terms and conditions for its operation and management, the bylaws, operating agreement, partnership agreement, etc.), or any other employee, designated in writing by such an authorized official as having been delegated authority to execute the FOCI representations and certifications on behalf of the organization.

Certified Correct by:

_____ _____ _____ _____

Typed or Printed Name Signature Title Date Certified

(Revised 11/97)

Insert Page 14 (titled as below) from ADD-INS.PDF

OWNERS, OFFICERS, DIRECTORS AND EXECUTIVE PERSONNEL (OODEP) LIST

authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.*

Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.*

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with— the submission of this data, the Government shall have the right

may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.2 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) *Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.*

If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15–2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406–2.

L.4. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

L.17. AVAILABILITY OF REFERENCE DOCUMENTS FOR BACKGROUND INFORMATION

Important technical and programmatic information are available to prospective Offerors. Documents 1 through 4 listed below can be found on the Office of Fissile Materials Disposition Internet WEB site. The internet address for this WEB site is URL: http://web.fie.com/htdoc/fed/doe/fsl/pub/menu/any. The DOE Departmental Price Change Index can be accessed by the following internet address for which the web site URL is: http://www.fm.doe.gov/fm-20/escal97.htm.

1. Surplus Fissile Material Storage and Disposition Final Programmatic Environmental Impact Statement, December 1996.

2. Surplus Fissile Materials Storage and Disposition Record of Decision, January 14 , 1997.

3. Technical Summary Report for Surplus Weapons-Usable Plutonium Disposition, October 31, 1996. This document identifies programmatic cost, schedule, and technical issues relating to plutonium disposition options.

4. Department of Energy Surplus Plutonium Disposition Environmental Impact Statement Notice of Intent [6405-01-P], May 16, 1997.

The following documents can be found on the Oak Ridge National Laboratory Internet web site. The internet address for this web site is URL: http://www.ornl.gov.etd/FMDP/fmdpproc.htm.

REPORT NUMBER	REPORT TITLE
DOE/MD-0005	Feasibility Assessment of Candidate DOE Sites and Buildings for a Mixed-Oxide (MOX) Fuel Fabrication Facility for Disposal of Excess Weapons-Usable Plutonium, Volume 1
ORNL/TM-13275	FMDP Reactor Alternative Summary Report; Vol. 1 - Existing LWR Alternative
ORNL/TM-13405	Fuel Qualification Issues and Strategies for Reactor-Based Surplus Plutonium Disposition
ORNL/TM-13416	History of the Weapons-Usable Plutonium Disposition Program Leading to DOE's Record of Decision
ORNL/TM-13417	Availability of Uranium Feed for the Fissile Materials Disposition Program; Volume 1: Depleted Uranium Hexafluoride

ORNL/TM-13419	Fissile Materials Disposition Program Light Water Reacto r Mixed Oxide Fuel Irradiation Demonstration Test Project Plan
ORNL/TM-13421	Licensing Issues Associated With the Use of Mixed-Oxide Fuel in U.S. Commercial Nuclear Reactors
ORNL/TM-13422	Nuclear Data to Support Computer Code Validation
ORNL/TM-13423	Impact of Conversion to Mixed-Oxide Fuels on Reactor Structural Components
ORNL/TM-13424	Storage of Assemblies Containing Mixed-Oxide Fuel
ORNL/TM-13425	Cost Estimate and Economic Issues Associated With the MOX Option (Prior to DOE's Record of Decision)
ORNL/TM-13426	Safeguards and Security Considerations Associated With the Use of Mixed-Oxide Fuel in U.S. Commercial Reactors
ORNL/TM-13427	Transportation and Packaging Issues Involving the Disposition of Surplus Plutonium as MOX Fuel in Commercia l LWRs
ORNL/TM-13504	Potential Effects of Gallium on Cladding Materials
ORNL/TM-13526	Programmatic and Technical Requirements for the FMDP MOX Fresh Fuel Transport Package
ORNL/TM-13573	Characterization of Candidate DOE Sites for Fabricating MOX Fuel for Lead Assemblies
ORNL/TM-13574	Revised Conceptual Designs for the FMDP MOX Fresh Fuel Transport Package
LA-UR-97-1442	Nuclear Regulatory Commission Considerations for Licensing a Mixed-Oxide Fuel Fabrication Facility
LA-UR-97-440	Nuclear Fuels Technologies Fiscal Year 1996 Research and Development Test Results
LA-UR-97-449	Nuclear Fuels Technologies Fiscal Year 1997 Research and Development Test Plan
LA-UR-97-2940	Safeguards and Security Considerations for a Mixed-Oxide Fuel Fabrication Faci lity
LA-UR-97-4423	Nuclear Fuels Technologies Fiscal Year 1997 Research and Development Test Results

PART IV

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES

TO OFFERORS

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L.3	FAR 52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)	L-8
L.4	FAR 52.216-1	Type of Contract (APR 1984)	L-10
L.5	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Review (APR 1984) (DEVIATION)	L-10
L.6	FAR 52.232-18	Availability of Funds (APR 1984)	L-10
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L.8	DEAR 952.233-2	Service of Protest (AUG 1996)	L-10
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L.10	DEAR 952.233-5	Agency Protest Review (SEP 1996)	L-11
L.11	DEAR 952.204-73	Foreign Ownership, Control or Influence Over Contractor Notice (JUL 1997) - Alternate I (DEC 1993)	L-11
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LA-UR-97-4691 Design Impacts of Safeguards and Security Requirements for a U.S. MOX Fuel Fabrication Facility

The following technical documents wer e prepared under contract to the U.S. Department of Energy (DOE). The DOE does not endorse the contents and the responsibility for the veracity of the information rests solely with the Contractor who authored the document.

1. Department of Energy Pluton ium Disposition Study, Core Designs For Existing ABB-CE System 80 Reactors For the Disposition of Weapons-Grade Plutonium, dated October 25, 1996.

2. Optimization and Implementation Study of Plutonium Disposition Using Existing GE Boiling Water Reactors, dated September 30, 1996.

3. Information extracted from Plutonium Disposition Study, Implementation of Weapons Grade MOX Fuel in Existing Pressurized Water Reactors, dated August 30, 1996, prepared by Westinghouse Electric Corporation [This report has been issued as a revision to remove business-sensitive information in the author's original report but otherwise contains all the information in the original report].

These documents are available from the DOE Chicago Operations Office by contacting t he SEB Secretary by mail at the following address:

U.S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, IL 60439

ATTN: Ms. Marlene Martinez
Board Secretary
Building 201

RFP No. DE-RP0298CH10888

It should be noted, however, that these reports may include information that is subject to export control under Section 57b. of the Atomic Energy Act of 1954 (42 U.S.C. 2077) and implemented through Title 10 of the Code of Federal Regulations Part 810 (10 CFR 810). This provision regulates, among other things, the providing of assistance by U.S. persons to any foreign country pertaining to the fabrication of nuclear fuel containing plutonium (10 CFR 810.8(c)(1)).

The information contained in these reports is available for your use but should not be released to any foreign government, corporation, company, foreign-owned company residing within the U.S., foreign licensees, contractors, subsidiaries, persons or agents without the specific authorization of the Department of Energy.

By accepting any of these documents you are accepting responsibility for the control of the document and the information contained therein. Your acknowledgement and acceptance of this reponsibility should be indicated by signing and providing the certification included in Part IV, Section L, Exhibit 5, with your request.

L.18. CLASSIFIED MATERIAL AND UNCLASSIFIED NUCLEAR INFORMATION (UCNI)

Performance under the proposed contract may involve access to classified material and UCNI. UCNI is regulated pursuant to 10 CFR Part 1017. If access to classified material is required, the successful Offeror will be required to obtain necessary security clearances from DOE for personnel who will have access to classified material.

L.19. EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanation or instructions given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning the solicitation will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offeror.

L.20. CONTENT OF RESULTANT CONTRACT

Any contract awarded as a result of this RFP will contain PART I - The Schedule, PART II - General Contract Clauses, and PART III, Section J - List of Documents, Exhibits and Other Attachments. Blank areas appearing in these sections, indicated by "*" will be completed during negotiations.

L.21. SET-ASIDE INFORMATION

This acquisition is unrestricted and contains no set-aside provisions. However, for purposes of this solicitation a small business is defined as having 500 or fewer employees. The standard industrial classification code is 3443.

L.22. AN EQUAL RIGHTS NOTE

Wherever in the solicitation or contract "man," "men," or their related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

understands and will comply with the technical requirements is not adequate. Similarly, phrases such as "employ standard procedures" or "use well known techniques" are also not adequate. Failure to follow the instructions regarding organization and content of the Technical and Business Management Proposal may result in the Offeror's proposal being deemed unacceptable.

a. Format and Content

At a minimum, the proposal shall contain the information specified below in accordance with the following general format:

(i) Standard Form 33 - Included in Part I, Section A.

(ii) RFP Section B.2, "Estimated Cost, Fixed Fee, Obligation of Funds, and Financial Limitations", with the Offeror's total estimated cost and fixed fee for the base contract inserted in the appropriate spaces.

(iii) RFP Section F.1, "Period of Performance", with the estimated on or about completion date for the base contract effort, and the term through dates (expressed in the number of months) for the base contract and Options 1, 2 and 3 inserted in the appropriate spaces.

(iv) RFP Section H, Clause No. H.12 with the fraction [F] (0 to 1) of the savings payable to the Government completed; Clause No. H.13, with the name of the fuel fabricator inserted; and Clause No. H.14, with the name(s) of the utility company(ies) and the NRC licensed CLWR's inserted.

(v) RFP Sections I.1, I.2, I.3 and I.4, FAR 52.223-3, with the hazardous material and identification number, if any, inserted; FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987), with the page numbers and proposal date inserted; and in Section I.2, FAR 52.225-15, with the unit of measure, quantity and price for price comparison purposes inserted in paragraph (d), if applicable.

(vi) RFP Section J.3, "Key Personnel", with the names of the individuals assigned as Key Personnel listed.

(vii) Proposal Form - Included in Part IV, Section L, Exhibit 1.

(viii) Table of Contents

(xi) Technical Discussion - This section should follow the sequence of the numbered paragraphs of the Evaluation Criteria in Part IV - Section M. It should address the following items:

b. Technical Approach

The Offeror shall provide information necessary to demonstrate its thorough and complete understanding of the technical activities described in the SOW. The Offeror's proposal should reflect this understanding by clearly describing its technical approach to accomplishing the requirements of the SOW while reflecting an overarching commitment to safety and a minimization of technical risks. The technical approach should, in particular, address each of the following items and include, as necessary, the identification of the performing organization, technical basis for the proposed approach, identification of technical risks and a strategy to mitigate or eliminate such risks, and the proposed schedule and milestones for accomplishment.

(1) Approach to Irradiation Services

(a) Describe the approach for fuel design and core management, including, but not limited to:

(i) the development and validation of required codes;

(ii) the interchangeability of MOX fuel with LEU fuel; and

(iii) the achievement of 20,000 MWd/MTHM burnup of all MOX fuel assemblies by the end of year 2022. Include a table identifying the proposed plutonium and MOX fuel loading quantities by mission reactor, by year, and cumulatively.

(b) Describe the approach to licensing the mission reactors to burn MOX fuel, including, but not limited to:

(i) identification of the strategy for obtaining license amendments for mission reactors;

(ii) anticipated licensing iss ues and proposed solutions; and

(iii) anticipated licensing schedules and any linkage of the licensing approach to fuel qualification activities.

(c) Describe the approach for transition to MOX fuel reactor operations including any problems and proposed solutions in the areas of:

(i) required mission reactor plant and facility modifications;

(ii) start-up testing;

(iii) any changes to mission reactor operations as a result of using MOX fuel; and

(iv) any required mission reactor license extensions to accomplish the mission.

(2) Approach to Fuel Fabrication Services

For purposes of proposal preparation, the Offeror shall assume that the design will be for a new MOX Fuel Fabrication Facility.

(a) Describe the approach for integrating the desi gn, construction, operations, and deactivation of the MOX Fuel Fabrication Facility on a DOE Host Site.

(b) Describe the approach, including any problems and proposed solutions, and schedules for the design and construction management of the MOX Fuel Fabrication Facility, including your procurement strategy for maximizing competition and use of other innovative methods to reduce the overall cost of acquisition to the Government.

(c) Describe the licensing approach for the MOX Fuel Fabrication Facility, anticipated licensing problems and proposed solutions, anticipated licensing schedules and any linkage of the MOX Fuel Fabrication Facility licensing approach to fuel qualification activities.

(d) Describe the approach for obtaining all required permi ts for the MOX Fuel Fabrication Facility.

(e) Describe the approach, including any problems and proposed solutions, to cold start-up and transition to operations (hot start-up through achievement of full operations).

(f) Describe the approach, inclu ding any problems and proposed solutions, to plant operations, including the approach for accommodating any fluctuations in the supply of plutonium oxide.

(g) Describe the approach for minimizing radiation exposure, waste materials generation, and costs for performing deactivation of the MOX Fuel Fabrication Facility.

(2) Establish and maintain technical, schedule, and cost baselines and ensure accurate, timely and properly controlled changes.

(3) Develop practical, meaningful performan ce indicators to provide early warnings or project problems;

(4) Ensure management visibility for control of technical, schedule, and cost baselines; and

(5) Provide timely, valid, and traceable baseline performance and trend data.

(b) Describe the systems to be used to integrate all management and technical requirements across all participating organizations.

(c) Describe the approach for factoring identified areas of technical risk into cost and schedule baselines and associated performance indicators.

(d) Provide an initial Contract Summary Work Breakdown Structure (CSWBS), including element definition, by expanding the Project Summary Work Breakdown Structure (PSWBS), located in Part III, Section J, Attachment 3, down to a level necessary to capture all elements of the SOW. In addition, provide an anticipated Organizational Breakdown Structure (OBS) which maps to the CSWBS for the entire project. Provide the schedule for base contract activities at the CSWBS level. Provide a schedule for the entire project at Level 3 of the CSWBS. The Offeror's CSWBS element definition, corresponding schedule and corresponding cost proposal elements shall comprise the initial Project Baseline Plan.

(3) Financial Capability

(a) The Offeror should submit its latest certified annual report, Form 10K, financial statements, and any other evidence of the Offeror's audited financial status sufficient to demonstrate its capability to carry out the proposed work. State what percentage the base contract will represent of the Offeror's total business during the period of performance. For mission reactors:

(1) Provide the current bond rating(s) and any bond rating agency reports for the owner and operator which cover the mission reactors being proposed.

(c) Irradiation Services, including the Offeror's experience in obtaining NRC license amendment approvals and the Offeror's experience in fuel development.

(2) Past Performance

(a) The Offeror, except for the fuel fabricator and utility companies, shall provide information on the last five (5) contracts (including current contracts) during the past three (3) years which are similar in size, scope and complexity to the work described in the SOW. The Offeror shall describe how each contract is similar to the work described in the SOW. Contracts listed may include those entered into with the Federal Government, State or local governments, and commercial customers. The Offeror shall include the following information for each contract:

- Name of contracting activity
- Contract number
- Contract type
- Total contract value
- Date of contract
- Period of performance
- Place of performance
- Exact nature of the work, including its scope, complexity and duration.
- Customer's contracting officer and telephone number
- Customer's program manager and telephone number.

(i) The Offeror may also provide information on problems encountered on the contracts and corrective actions taken to resolve these problems. The Offeror should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(ii) The Offeror may describe any quality awards or certifications which the Offeror has received. The Offeror should identify what segment of the company (one division or the entire company) that received the award or certification and describe when the award or certification was bestowed and how this award reflects on the company that will be performing the SOW.

(vi) Reactor capacity performance over the past five years.

(vii) Reactors' operational performance as indicated in the SALP and in a summary of INPO evaluations, if available.

(viii) Number of successful reactor license amendment applications.

(c) For the fuel fabricator, the Offeror shall describe their performance over the past five years in the following areas as applicable:

(i) Safety and enforcement actions over the past five years, including the number and type of NRC and/or other cognizant foreign authority violations (fines and penalties).

(ii) Occupational safety and health data on (1) total recordable cases/200,000 hours worked/year, lost workday cases/200,000 hours worked/year, and number of lost workdays/year, and (2) number of occupational safety and health violations (injuries and loss of work days) on an annual basis over the past five years.

(iii) Compliance with all other environmental laws and regulations, including all Notices of Violations, and associated fines on an annual basis over the past five years.

(iv) Relationships with interested parties (i.e. the general public, Public Utility Commissions, regulatory agencies, and public interest groups) including the Offeror's ability to successfully address and resolve their concerns.

(v) The amount and type of commercial nuclear fuel delivered per year by mass and by assembly.

(vi) Amount of Pu feed (MTHM) processed per year.

In support of the cost proposal, the Offeror shall provide the following:

(a) A summary of annual cost and total cost by cost element for the base period of the contract. The total of this summary shall tie back to the total on the first page of the cost proposal.

(b) A summary of base contract period cost by the lowest level of the CSWBS, time phased by month for the first two years of the base contract period and by quarter for the remainder of the base contract period.

(c) Payment to the Government

The Offeror shall indicate the fraction [F] (0 to 1) of the savings payable to the Government in accordance with Clause H.12, PAYMENT AFTER TRANSITION TO FULL OPERATIONS OF THE MOX FUEL FABRICATION FACILITY. NOTE: [F] does not have to be a fixed fraction but may vary as a function of the savings.

(d) Summary of Exceptions, Deviations, and Assumptions

VII
15

The Offeror shall identify and ex plain any exceptions, deviations, or conditional assumptions requested with respect to the requirements of this Cost Proposal. Any exceptions, deviations, or conditional assumptions requested must contain sufficient explanation and justification to permit evaluation of its benefit to the Government. No requested exceptions, deviations, or conditional assumptions shall be effective unless they demonstrate a benefit to the Government and are incorporated into the solicitation by a formal amendment.

5. Preparation of Volume III

(a) General

(1) Environmental Critique Proposal. Volume III consists of the Offeror's environmental data and analyses as required by 10 CFR Part 1021.216. The environmental data and analyses submitted by the Offeror will be evaluated and its accuracy verified by DOE. For Offerors in the competitive range, DOE shall use this data and analyses, together with supplemental information developed by DOE, to prepare an environmental critique as described in Section M.5.e.

(2) Format and Content. All Offerors must submit the environmental data and analyses requested in Part IV, Section L, Exhibit 4.

L.33. SUBMISSION OF PROPOSALS

(a) Signed Originals

Copy No. 1 of the proposal shall contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals on the remaining twenty (20) copies is acceptable.

(b) Handcarried Proposals

External markings for the submitted package(s) shall be substantially as set forth in (d) below. The Offeror may handcarry the proposal or other communication to DOE at the address set forth below.

If the Offeror elects to forward the proposal by means other than the U. S. Mail, it assumes the fully responsibility of insuring that the proposal is received by the date and time specified in (c) below. Such proposals must be closed and sealed as if for mailing.

NOTE: YOU ARE ADVISED THAT THE CHICAGO OPERATIONS OFFICE OF THE DEPARTMENT OF ENERGY (DOE) IS LOCATED ON THE SITE OF ARGONNE NATIONAL LABORATORY (ANL) AND THAT, IF HANDCARRIED, DELIVERY OF YOUR PROPOSAL MUST BE MADE ONLY TO THE SPECIFIED ROOM SET FORTH IN (d) BELOW, AT THE ADDRESS SPECIFIED THEREIN. DELIVERY TO ANY LOCATION OTHER THAN DOE IS UNACCEPTABLE, INCLUDING DELIVERY TO THE ANL VISITOR'S RECEPTION CENTER, ANL LOADING DOCKS, OR ANY OTHER ANL RECEIVING POINT. ANL IS A SECURED SITE AND SUFFICIENT TIME SHOULD BE ALLOTTED FOR NORMAL ADMITTANCE PROCEDURES.

(c) Date, Time, and Place of Submission of Proposals

Proposals must be received in the room designated in (d) below, NO LATER THAN 3:00 P.M., LOCAL PREVAILING TIME, August 14, 1998.

CAUTION: Late Proposals, Modifications, and Withdrawals will be treated in accordance with the provisions set forth in Part IV - Subsection L.1.

(d) Mailing Labels

Being Sent by Mail (including Modifications being sent by Telegraph)

External markings for the submitted proposal package(s) shall be as set forth below. The Offeror shall complete all blanks utilizing the data set forth in (c) above.

FROM: _____

_____

_____

PAST PERFORMANCE INFORMATION FORM

I. Summary

1. Contract Number:

2. Contractor (Name, Address and Zip Code):

3. Type of Contract: Negotiated _____ Sealed Bid _____

4. Complexity of Work: Difficult _____ Routine _____

5. Description and location of Work: (Attach additional pages as necessary)

6. Contract Amount: _____

   Status: Active _____ Complete _____

7. Date of Award: _____

   Contract Completion Date (Including Extensions): _____

8. Type and Extent of Subcontracting: (Attach additional pages as necessary)

9. Name, Title, Address, and Telephone Number of the respondent:

II. Evaluation

A. Quality of Service

1. To what extent did the contractor meet the contract technical requirements?

Considerably surpassed minimum requirements ..... { }4
Exceeded minimum requirements ..... { }3
Met minimum requirements ..... { }2
Less than minimum requirements ..... { }1

Comment: _____

_____

_____

_____

2. To what extent were the contractor's reports and documentation accurate and complete?

Considerably surpassed minimum requirements ..... { }4
Exceeded minimum requirements ..... { }3
Met minimum requirements ..... { }2
Less than minimum requirements ..... { }1

Comment: _____

_____

_____

_____

3. Did the contractor receive any quality awards during the performance of this contract?

Yes _____ if so, how many, and nature of award

None _____

B. Timeliness of Performance

1. To what extent did the contractor adhere to contract delivery schedules?

Considerably surpassed minimum requirements ..... { }4
Exceeded minimum requirements ..... { }3
Met minimum requirements ..... { }2
Less than minimum requirements ..... { }1

Comment: _____

_____

_____

_____

2. To what extent did the contractor submit required reports and documentation in a timely manner?

Considerably surpassed minimum requirements ..... { }4
Exceeded minimum requirements ..... { }3
Met minimum requirements ..... { }2
Less than minimum requirements ..... { }1

Comment: _____

_____

_____

_____

3. To what extent did the contractor display initiative in meeting requirements?

Displayed considerable initiative ..... { }4
Displayed some initiative ..... { }3
Displayed little initiative ..... { }2
Displayed no initiative ..... { }1

Comment: _____

_____

4. Did the contractor commit adequate resources in a timely fashion to the contract to meet the requirements and to successfully solve problems?

Provided abundant resources..... { }4
Provided sufficient resources ..... { }3
Provided minimal resources ..... { }2
Provided insufficient resources ..... { }1

Comment: _____

_____

5. To what extent did the contractor comply with contract changes in a tim ely manner?

Considerably surpassed minimum requirements ..... { }4
Exceeded minimum requirements ..... { }3
Met minimum requirements ..... { }2
Less than minimum requirements ..... { }1

Comment: _____

_____

6. To what extent did the contractor respond positively and promptly to technical directions, contract change orders, etc.?

Considerably surpassed minimum requirements ..... { }4
Exceeded minimum requirements ..... { }3
Met minimum requirements ..... { }2
Less than minimum requirements ..... { }1

Comment: _____

_____

D. Business Practices

1. To what extent was the contractor effective in interfacing with your staff?

Extremely effective ..... { }4
Generally effective ..... { }3
Generally ineffective ..... { }2
Extremely ineffective ..... { }1

Comment: _____

_____

2. To what extent did the contractor coordinate, integrate, and provide for effective subcontractor management?

Considerably surpassed minimum requirements ..... { }4
Exceeded minimum requirements ..... { }3
Met minimum requirements ..... { }2
Less than minimum requirements ..... { }1

Comment: _____

_____

3. To what extent was the contractor able to solve contract performance problems without extensive guidance from your staff?

Considerably successful ..... { }4
Generally successful ..... { }3
Little success ..... { }2
No success ..... { }1

Comment: _____

_____

If yes, explain and indicate the status.

_____

_____

E. Environmental, Safety and Health Culture

1. To what extent did the Contractor's environmental, safety and health programs effectively protect:

a. the public

very effective ..... { }4
effective ..... { }3
minimally effective ..... { }2
not effective ..... { }1

b. the workers

very effective ..... { }4
effective ..... { }3
minimally effective ..... { }2
not effective ..... { }1

c. the environment

very effective ..... { }4
effective ..... { }3
minimally effective ..... { }2
not effective ..... { }1

F. Total Customer Satisfaction

1. What was your overall level of satisfaction with the Contractor's performance?

Extremely satisfied ..... { }4
Satisfied ..... { }3
Minimally satisfied ..... { }2
Not satisfied ..... { }1

Comment: _____

_____

Client Authorization Letter

Dear "Client":

We are currently responding to the Department of Energy RFP No. DE-RP02-98CH10888 for the procurement of Mixed Oxide (MOX) Fuel Fabrication and Reactor Irradiation Services.

They are placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to: _____.

Sincerely,

ENVIRONMENTAL DATA AND ANALYSES

Instructions

Please fill in the following data tables for all proposed reactors. All data requests shown are for a single unit, facilities proposing multiple unit sites should provide data for each unit being proposed. Add additional sheets as necessary to provide the requested descriptive information.

General Information

Please provide:

a. A list of related environmental impact statements (EISs), environmental assessments (EAs), the environmental monitoring reports for the last five years, environmental-related permits and licenses, the reactor's final safety analysis report (FSAR), and existing regulatory agreements.

Environmental Reference List

Reactor Name: _____

Title	Publication Date	Reference Number

b. A facility plot plan showing location of the reactor(s), auxiliary buildings, fresh fuel storage facilities, spent fuel storage facilities, the distance and direction to the nearest point of public contact with the site, and the reactor's latitude and longitude.

c. Section 1.2 - *General Plant Description* of the latest FSAR for a basic description of the reactor(s) and its operation.

d. A summary of the reactor's operations over the past five years as shown in the following table. Provide a projection of performance data utilizing MOX fuel in the last row. Please include a reference for the source of all data provided (i.e., document title, number, and page number).

Reactor Performance Data

Year	Number of Operating Days	Number of Megawatt days (MWd) Produced	Generating Capacity (%)
1997			
1996			
1995			
1994			
1993			
MOX			

e. A description of projected changes, if any, to design basis and beyond design basis accidents anticipated if the reactor were to use MOX fuel. In particular, detail expected changes to the radionuclide inventory and expected source terms for accidents which could result in utilization of the MOX fuel. Provide Section 15 - *Safety Analysis* of the latest FSAR.

Site Personnel Resource Impact

Please provide:

a. The current number of site workers, the number of radiation workers, and the projected number of workers during utilization of MOX fuel at the proposed unit. Please include a reference for the source of all data provided (i.e., document title, number, and page number).

Number of Site Workers and Radiation Workers

Year	Number of Site Workers	Number of Radiation Workers
1997		
1996		
1995		
1994		
1993		
MOX		

b. The average radiation dose (per worker) in rem, total effective dose equivalent (TEDE), the collective dose in person-rem, TEDE for reactor radiation workers over the last five years, and a projection of doses during MOX utilization. Please include a reference for the source of all data provided (i.e., document title, number, and page number).

Reactor Site Occupational Radiation Doses

Year	Number of Reactor Radiation Workers	Average TEDE (rem)	Collective TEDE(person-rem)
1997			
1996			
1995			
1994			
1993			
MOX			

Public Radiological Environmental Impacts

Please provide:

a. Section 2.1 - *Geography and Demography*, Section 2.3 - *Meteorology*, and all of Section 12 - *Radiation Protection*, of the latest FSAR. For meteorological information please provide both joint frequency distributions and chronological data, if available.

b. The maximum dose (50 th and 95th percentile) in mrem (TEDE) to the maximally exposed individual (MEI) of the offsite public from the licensed operation over the past five years, and a

increases/decreases). For the same five year period, also provide copies of monthly air emissions or liquid effluents as reported to state or local government agencies.

e. The latest agricultural data for each of the sites being proposed (e.g., data compiled from a recent census which indicates the quantity of leafy vegetables, non-leafy vegetables, fruits, grains, beef, poultry, cow milk, and eggs were produced within 50 miles of the potential site). This data may be available in previously published site reports.

Chemical/Thermal/Biological/Hydrological Environmental Impacts

Please provide:

a. For the previous five years, annual discharge amounts of materials t o the air as a result of reactor operations; include emissions from operation of the plant's diesel generators. Project amounts utilizing MOX fuel.

Materials Discharged to the Air

Pollutant	Kg/year	Kg/yearMOX	Stack Height	Latitude and Longitude of Release Point
CO				
NO_2				
PM_{10}				
Ozone				
SO_2				
Total suspended particulates				
Radionuclides (grams or curies per year by isotope)				
Other Pollutants				

b. Please provide data on surrounding water bodies from the FSAR or existing site env ironmental reports.

Surrounding Water Bodies

Name of Water Body	Flow Rate	Depth	Width	Distance from Release Point	Distance to Usage Location or Swimming Area	Distance to Nearest Drinking Water Source

c. For the previous five years, annual liquid effluents of materials to the ground, surface water, and ground water. Specify the quantity (in kilograms or permit-specified units) for each constituent. Project the annual discharge quantity utilizing MOX fuel.

Materials Discharged in Liquid Effluents

Pollutant	Kg/year	Kg/yearMOX	Discharge Point	Latitude and Longitude of Release Point
Biocides				
Pesticides				
Herbicides				
Radionuclides (grams or curies per year by isotope)				
Other				
Other				
Other				

d. A description of any thermal impacts to surface water and biological resources associated with the reactor's utilization of MOX fuel. Impacts should include the differential BTUs/hour dumped to

Waste Generation and Disposal - LEU Fuel

Waste Category	Annual Volume Generated (m^3)	Treatment Method	Onsite Storage Capacity (m^3)	Annual Volume Disposed (m^3)
Transuranic- solid-liquid				
Low Level Waste-solid- liquid				
Mixed Waste-solid- liquid				
Hazardous Waste-solid- liquid				
Sanitary Waste-solid- liquid				

c. Volume of waste projected to be generated by utilization of MOX fuel as shown in the following table:

Projected Waste Generation and Disposal - MOX Fuel

Waste Category	Annual Volume Generated (m^3)	Treatment Method	Onsite Storage Capacity (m^3)	Annual Volume Disposed (m^3)
Transuranic- solid-liquid				
Low Level Waste-solid- liquid				
Mixed Waste-solid- liquid				
Hazardous Waste-solid- liquid				
Sanitary Waste-solid- liquid				

d. A description of any changes required in the reactor's spent fuel storage capabi lity/capacity which may be needed to accommodate spent MOX fuel. Provide Section 9.1 - *Fuel Storage and Handling* from the latest FSAR.

Land Use and Visual Impacts

a. Describe any additional land required or changes to current land use which may be need ed to accommodate use of MOX fuel at the reactor; include land needed to build any additional facilities that may be required for spent fuel storage, fresh fuel storage, etc. Describe any negative visual impacts which could be expected at the site due to the utilization of MOX fuel.

Land Requirements for MOX Utilization

Name of New Facility Required for MOX Operations	Land Needed which was Undisturbed (acres)	Land Needed which was Previously Disturbed (acres)	Total Land Needed (acres)

Socioeconomic Impacts

a. Describe any additional job requirements which may be needed at the site due to the utilization of MOX fuel in terms of construction and operating jobs, and detail whether these jobs would result in new hires or whether they would be filled by existing personnel.

Personnel Requirements

Workers Required to Support MOX Mission	Annual Number of Personnel Required		Scheduled Start Date(month/ year)	Scheduled End Date(month/ year)
	Existing	New		
Construction				
Operating				

General Information on MOX Fuel Fabrication Facility

The information presented in the following tables has been developed by Los Alamos National Laboratory (LANL) in support of the Department's environmental impact analyses of various MOX fuel fabrication alternatives. While the Department considers this information to be representative of what would be needed to support the MOX mission, the Department does not intend for this information to be considered the final MOX plant design. The final MOX plant design will clearly be the responsibility of the successful Offeror. However, we would like your team to review this information and compare it to the actual operating

experience your team may have at an existing MOX plant. This information should be included in each table in the spaces labeled *MOX Experience.*

The following table shows the estimated size of the new buildings LANL feels are needed to fully support the proposed MOX fuel fabrication mission (i.e., the ability to process 3.5 metric tons of plutonium heavy metal, in the form of uranium oxide, per year in accordance with all applicable federal, state, and local regulations). Based on your current operating experience, do you believe that these buildings will provide appropriate space to carry out the MOX mission as described above? If not, please provide an explanation of where you believe additional space will be required and for what purpose.

Building	Size (m^2)	Number of Levels	Purpose
Process Building	9,300	2	fuel fabrication, waste handling, vault space
Administration Bldg.	1,900	1	offices, training
Warehouse	1,900	2	storage
Utility Substation	460	NA	utilities

The following table shows the estimated annual resource requirement for the MOX fuel fabrication facility. Please provide comparable estimates based on your current operating experience.

Annual Requirement	LANL Estimate	MOX Experience
Electricity (Mwh)	12,000	
Natural Gas (m^3)	920,000	
Fuel oil, liters	43,000	
Water, liters	43,000,000	

The following table shows the estimated number of people needed to operate this MOX fuel fabrication facility. Based on your current operating experience, do you believe that this number is adequate to carry out the MOX mission as described above? If not, please provide an explanation of where you believe additional people will be required and for what purpose.

Basis of Estimate	Estimated Population within 80km	Average Annual Dose(in mrem)	Total Annual Dose(in person-rem)	Maximum for an Individual(in mrem)
LANL Estimate	299,000	1.5E-5	4.5E-3	2.5E-3
MOX Experience				

The following table shows the estimated annual radiological releases to the environment from operation of this MOX fuel fabrication facility during normal plant operations. Based on your current operating experience, please provide the comparable releases to the environment from a normal operating year. Please include any additional radioactive releases for which data are available (e.g., uranium).

Basis of Estimate	Grams of Pu Released (in mg)	Estimated Atmospheric Release (in Ci/g)	Estimated Liquid Release (in Ci/g)	Total Radiological Release (in Ci/g)
LANL Estimate	0.6	0.17	0	0.17
MOX Experience				

The following table shows the estimated air emissions of federally regulated pollutants anticipated to be observed during operation of this MOX fuel fabrication facility. Based on your current operating experience, please provide the comparable numbers that your plant would observe during a normal operating year.

Basis of Estimate	NO_x (in kg/yr)	SO_2(in kg/yr)	PM_{10} (in kg/yr)	VOC(in kg/yr)	CO(in kg/yr)
LANL Process Estimate	0	0	0	1000*	0
LANL Boiler** Estimate	1225	9	206	85	900
LANL Emergency Generator Estimate	1738	114	122	142	374
MOX Process Experience					
MOX Boiler Experience					
MOX Emergency Generator Experience					

* - toxic hydrocarbons such as ethylene glycol
** - natural gas fired

The following table shows the estimated amounts of waste that will be produced during operation of this MOX fuel fabrication facility. Based on your current operating experience, please provide the comparable amounts that your plant would produce during a normal operating year. Please include any additional radioactive releases for which data are available (e.g., uranium).

Basis of Estimate	Transuranic Waste		Mixed Low Level Waste		Low Level Radioactive Waste		Hazardous Waste		Sanitary Waste	
	Liquid (liters/yr)	Solid (m^3/yr)	Liquid (liters/yr)	Solid (m^3/yr)	Liquid (liters/yr)	Solid (m^3/yr)	Liquid (liters/yr)	Solid (m^3/yr)	Liquid (liters/yr)	Solid (m^3/yr)
LANL Est.	<0.5	46	<0.1	2	<0.3	34	<1000	<0.2	2.5E+07	<150
MOX Exp.										

To the extent possible, please provide copies of supporting environmental or safety documentation which will help to substantiate the data provided in the tables.

I, _____, certify that I will protect the information sent to me in the document, or extract, _____ as specified in DOE's regulation, 10 CFR 810. I recognize that there are criminal penalties that apply for violating the provisions of 10 CFR 810. I further recognize that Title 18 of the United States Code, Section 1001, provides that persons convicted of wilfully falsifying, concealing, or covering up a material fact or making false, fictitious or fraudulent statements or representations may be fined up to $10,000 or imprisoned up to five years or both.

_____ _____

Signature Date

PART IV

SECTION M

EVALUATION FACTORS FOR AWARD

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PART IV

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

a. A Source Evaluation Board (SEB) has been appointed by the SSO to evaluate the proposals submitted pursuant to this RFP. Proposals will be evaluated in accordance with the specific Evaluation Criteria delineated in this Section M and other applicable federal and DOE acquisition regulations, policies and procedures.

b. A proposal will be eliminated from further consideration before the initial ratings if the proposal does not meet the qualification criteria set forth in Subsection M.2 or if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, it will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP.

c. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

d. The instructions set forth in Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the SEB. It is important that adequate and specific information be furnished. Conclusionary assurances of experience, capability, or qualifications without a clear demonstration to support the claims will adversely influence the evaluation. Offerors should also be prepared to respond to requests by the SEB for oral and/or written discussions, site visits, facility surveys, and other information as may be necessary to assist in the detailed evaluation process. Offerors should, however, rely exclusively on their written material to convey their proposal.

e. Offerors are advised that DOE Laboratory and support services contractor personnel may assist the Government during the Government's evaluation of proposals. These persons shall be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. These individuals will be required to protect the confidentiality of any specifically

irradiation mission as soon as possible, but no later than the end of 2022, in the following areas:

1. Approach to irradiation services: fuel design and core management including ability to interchange MOX and LEU fuel; mission reactor licensing; mission reactor plant and facility modifications; transition to plant operations with MOX fuel and routine plant operations.

2. Approach to fuel fabrication services: DOE host site interface; design; construction management; licensing and permitting; cold start-up; transition to operations (hot start-up through achievement of full operations); operations; deactivation; safeguards and security; environment, safety and health; and quality assurance.

3. Approach to fuel qualification: DOE host site interface; identification of fuel qualification requirements; rationale; and how these requirements are satisfied; use of European and domestic data for fuel design; method(s) of obtaining pins and/or assemblies; and irradiation plans to support fuel qualification.

b. Business Management Approach.

The Offeror's Business Management Approach will be evaluated with respect to:

1. Organization and Roles. The proposal will be evaluated with respect to the relevancy, effectiveness, efficiency and comprehensiveness of the Offeror's proposed management organization, including organizational placement of key personnel, along with the supporting rationale, to accomplish the requirements of the SOW. The evaluation will consider the Offeror's planned organizational structure, roles and responsibilities of the various elements, and the interrelationships and communications with all participants and DOE. The Offeror's staffing plan will also be evaluated, including the ability to recruit and assign personnel to assure continuity of performance. This includes the rationale and the benefits for the proposed use of subcontractors and consultants, the methodology and approach to their timely selection and the subcontract management systems to be employed. The proposal will be evaluated with respect to the Offeror's ability to provide other corporate-wide resources.

2. Project Management. The proposal will be evaluated with respect to the relevancy, effectiveness, and comprehensiveness of the Offeror's proposed plans for project management involving all project participants for the entire length of the project. This evaluation will consider the Offeror's planned project management approach, systems and risk management approach. The Offeror's ability to organize contract work into its separate

parts into a logical manner in order to ensure that all necessary tasks are considered in planning the contract work will be evaluated.

3. Financial Capability. The proposal will be evaluated to determine the Offeror's financial capability (and the financial viability of the mission reactors) to perform the contract, including the adequacy of financial resources to perform the contract or the ability to obtain them. The proposal will also be evaluated to determine the adequacy of the Offeror's systems for estimating, accounting, and financial controls.

c. Past Experience and Past Performance.

For the purpose of evaluating information on an Offeror's past experience and past performance, an Offeror shall be defined as those companies which have established business arrangements or relationships for this solicitation, and shall include, where relevant, any of their predecessor companies, key personnel, and subcontractors that will perform major or critical aspects of the SOW.

1. Past Experience

The Offeror's relevant experience for complex integrated projects of a similar nature to that described in the SOW during the past ten years will be evaluated with respect to:

(a) Project Integration including: the technical and project management of large complex integrated projects of the types comparable to that described in the SOW.

(b) Fuel Fabrication Services including: design; licensing; permitting; safety; construction management; transition to operations; operations (including adherence to production schedules; regulatory violations; industrial safety and health violations; and environmental violations); fabrication of commercial nuclear fuel (especially MOX fuel); fuel performance and deactivation activities.

(c) Irradiation Services including: the Offeror's ability to obtain NRC license amendment approvals; and the Offeror's ability to develop new fuels.

2. Past Performance

(a) The Offeror's past performance, except for the fuel fabricator and utility companies, will be evaluated on the basis of information furnished by its customers on their last five (5) contracts (including current contracts) during the past three (3) years which are similar

(6) Customer Satisfaction

The Offeror shall be evaluated on satisfaction of the technical monitors with the final reports and products.

(b) For an Offeror's utility companies, relevant past performance will be evaluated with respect to the following criteria as applicable: Relationship with interested parties and the ability to successfully address and resolve their concerns; past unit safety and significant enforcement issues over the past 5 years including the number of NRC violations (fines and penalties), if the utility has been placed on the NRC watch list, been shutdown or been derated; any trends, either positive or negative, concerning OSHA violations (injuries and loss of work days); and any trends, either positive or negative, in environmental compliance including Notice of Violations (NOV); and unit operational history over the past 5 years including the ability of the unit to maintain a high capacity factor, and the utility's past operational performance as indicated in the Systematic Assessment of Licensee Performance (SALP) Reports and in a summary of Institute of Nuclear Power Operations (INPO) evaluations, if available; and the history of successful reactor license amendment applications.

(c) For an Offeror's fuel fabricator, relevant past performance will be evaluated with respect to the following criteria as applicable: Safety and enforcement actions over the past five years, including the number and type of NRC and/or other cognizant foreign authority violations (fines and penalties); occupational safety and health violations (injuries and loss of work days) over the past five years, any trends, either positive or negative, concerning OSHA violations (injuries and loss of work days); and any trends, either positive or negative, in environmental compliance including Notice of Violations; history of successful license amendment applications, relationships with interested parties (i.e., the general public, Public Utility Commissions, regulatory agencies, and public interest groups) including the Offeror's ability to successfully address and resolve their concerns; the amount and type of commercial nuclear fuel delivered per year by mass and by assembly; and the amount of Pu feed (MTHM) processed per year.

d. Key Personnel. The following functional areas are considered extremely important to the accomplishment of the SOW: project management (especially inter-firm project integration), fuel irradiation in reactors, design of commercial fuel, fuel

This environmental critique will be provided to the Source Selection Official for use in the selection process. DOE shall prepare a publicly available environmental synopsis, based on the environmental critique, to document the consideration given to environmental factors and to record that the relevant environmental consequences of reasonable alternatives have been evaluated in the selection process. The synopsis will not contain business, confidential, trade secrets or other information that DOE otherwise would not disclose pursuant to 18 U.S.C. 1905, the confidentiality requirements of the competitive procurement process, 5 U.S.C. 552(b) and 41 U.S.C. 423. To assure compliance with this requirement, the synopsis will not contain data or other information that may in any way reveal the identity of the Offerors. After a selection has been made, the environmental synopsis shall be filed with EPA, shall be made publicly available, and may be incorporated into the Surplus Plutonium Disposition Environmental Impact Statement.