

2. AMENDMENT/MODIFICATION NO. **A059** | 3. EFFECTIVE DATE **See Block 16C** | 4. REQUISITION/PURCHASE REQ. NO. 29-2004-AL66444.511 | 5. PROJECT NO. (If applicable)

6. ISSUED BY **U.S. Department of Energy  
Carlsbad Field Office  
P.O. Box 3090  
Carlsbad, NM 88220-3090** | 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  
**Washington TRU Solutions LLC  
P.O. Box 2078  
Carlsbad, NM 88220**

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
**DE-AC29-01AL66444**  
10B. DATED (SEE ITEM 13)  
**December 14, 2000**

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 as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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)

89X0251.91	SR4191	TP	EY3509801	\$23,113,056	25 2	ADSCB0080	WIPP-04-0103	CA	XID #08160020
89X0251.91	SR4191	TP	EY3509900	\$1,253,000	25 2	ADSCB0090	WIPP-04-0103	CA	XID #08160027
89X0251.91	SR4191		FS3001000	\$482,430	25 2	ADSCB0020	WIPP-04-0103	CA	XID #08160028

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):  
**X** **CLAUSE NO. I 116, OBLIGATION OF FUNDS**
- 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 headings, including solicitation/contract subject matter where feasible.)

The Department of Energy hereby revises the Obligation of Funds as follows:

<b>Funds Obligated through Modification No.</b>	<u>A057*</u>	<b>\$ 462,504,127.26</b>
<b>Funds Obligated by this Modification No.</b>	<u>A059</u>	<b>24,848,486.00</b>
<b>Funds Obligated since Inception of Contract</b>		<b>\$487,352,613.26</b>

\*Mod M058 is not a funding action.

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
**Stanley T. Colt  
Contracting Officer**

15B. CONTRACTOR/OFFEROR BY \_\_\_\_\_ (Signature of person authorized to sign)  
15C. DATE SIGNED  
16B. UNITED STATES OF AMERICA Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"  
16C. DATE SIGNED **7/26/2004**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. <b>A060</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. 29-2004-AL66444.512		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		CODE	7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  <b>Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220</b>			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>DE-AC29-01AL66444</b>	
CODE			10B. DATED (SEE ITEM 13) <b>December 14, 2000</b>	
FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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)**

89X0251.91 SR4191 TP EY3509801 \$750,563 25.2 ADSCB0080 WIPP-04-0117 CA XID #08246811  
89X0251.91 SR4191 TP FS3001000 \$ 5,000 25.2 ADSCB0020 WIPP-04-0117 CA XID #08246815

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): <b>CLAUSE NO. I 116, OBLIGATION OF FUNDS</b>
<input type="checkbox"/>	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ___ copies to the issuing office.

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

**The Department of Energy hereby revises the Obligation of Funds as follows:**

<b>Funds Obligated through Modification No.</b>	<u>A059</u>	<b>\$ 487,352,613.26</b>
<b>Funds Obligated by this Modification No.</b>	<u>A060</u>	<b>755,563.00</b>
<b>Funds Obligated since Inception of Contract</b>		<b>\$488,108,176.26</b>

\*Mod M058 is not a funding action.

Except as provided herein, all terms and conditions of the document referenced in Items 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)	
		<b>Stanley T. Colt Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. SIGNATURE OF CONTRACTING OFFICER	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information" [Signature of Contracting Officer]	<b>8/20/2004</b>



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: \_\_\_\_\_ PAGE 1 OF 1 PAGES  
 2. AMENDMENT/MODIFICATION NO. **A062** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. 29-2004-AL66444.514 5. PROJECT NO. (If applicable)

6. ISSUED BY U.S. Department of Energy  
 Carlsbad Field Office  
 P.O. Box 3090  
 Carlsbad, NM 88220-3090  
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  
**Washington TRU Solutions LLC**  
**P.O. Box 2078**  
**Carlsbad, NM 88220**  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
**DE-AC29-01AL66444**  
 10B. DATED (SEE ITEM 13)  
**December 14, 2000**

CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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)  
 89X0249.91 SR4991 TQ EW1001206 \$642,460.26 25.2 ADHQPD0100 WIPP-04-0128 CA XID #08341384

**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):  
**X CLAUSE NO. 1116, OBLIGATION OF FUNDS**  
 E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	<u>A061</u>	<u>\$ 495,041,667.71</u>
Funds Obligated by this Modification No.	<u>A062</u>	<u>642,460.26</u>
Funds Obligated since Inception of Contract		<u>\$495,684,127.97</u>

\*Mod M058 is not a funding action.

Except as provided herein, all terms and conditions of the document referenced in Items 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)  
**Stanley T. Colt**  
**Contracting Officer**  
 15B. CONTRACTOR/OFFEROR BY \_\_\_\_\_ (Signature of person authorized to sign)  
 15C. DATE SIGNED \_\_\_\_\_  
 16B. UNITED STATES OF AMERICA  
 Signature Deleted see OMB M-05-16,  
 BY "Safeguarding Personally Identifiable Information"  
 (Signature of Contracting Officer)  
 16C. DATE SIGNED **9/29/04**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO <b>A063</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. 29-2005-AL66444.501	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  <b>Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220</b>			9A. AMENDMENT OF SOLICITATION NO	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			<b>DE-AC29-01AL66444</b>	
			10B. DATED (SEE ITEM 13)	<b>December 14, 2000</b>

**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 as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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)**

89X0251.91	SR5191	TP	EY3509801	\$5,000,000	25.2	ADSCB0080	WIPP-05-0001	CA	XID 08392292
89X0251.91	SR5191	TP	EY3509810	\$4,000,000	25.2	ADSCB0081	WIPP-05-0001	CA	XID 08392294
89X0251.91	SR5191	TP	FS3001000	\$ 500,000	25.2	ADSCB0020	WIPP-05-0001	CA	XID 08392312

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) _____ THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
<input checked="" type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): <b>CLAUSE NO. 1116, OBLIGATION OF FUNDS</b>
<input type="checkbox"/>	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office

The Department of Energy hereby revises the Obligation of Funds as follows:

Funds Obligated through Modification No.	<u>A062</u>	<b>\$ 495,684,127.97</b>
Funds Obligated by this Modification No.	<u>A063</u>	<b>9,500,000.00</b>
Funds Obligated since Inception of Contract	<u>                    </u>	<b>\$505,184,127.97</b>

Except as provided herein, all terms and conditions of the document referenced in Items 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)	
		Stanley T. Colt Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	1/8/12/2004

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. <b>A064</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. 29-2005-AL66444.502	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>DE-AC29-01AL66444</b>	
CODE			10B. DATED (SEE ITEM 13) <b>December 14, 2000</b>	
FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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)**

89X0240.91 SR5091	TC	820101000	\$ 12,384.04	25.2	WIPP-05-0011 CA
89X0240.91 SR5091	TC	820101000	\$196,657.58	25.2	WIPP-05-0011 CA
89X0240.91 SR5091	TC	820201000	(\$ 29,236.71)	25.2	WIPP-05-0011 CA
89X0251.91 SR5191	TP	820101000	(\$310,002.68)	25.2	WIPP-05-0011 CA
89X0251.91 SR5191	TP	EY3509801	\$4,054,582	25.2	ADSCB0080 WIPP-05-0011 CA #08557239
89X0251.91 SR5191	TP	EY3509810	\$2,800,000	25.2	ADSCB0081 WIPP-05-0011 CA #08557241
89X0251.91 SR5191	TP	EY3509900	\$1,422,260	25.2	ADSCB0090 WIPP-05-0011 CA #08557244
89X0251.91 SR5191	TP	FS3001000	\$ 500,000	25.2	ADSCB0020 WIPP-05-0011 CA #08557254

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY): <b>CLAUSE NO. 1116, OBLIGATION OF FUNDS</b>
<input type="checkbox"/>	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.

**The Department of Energy hereby revises the Obligation of Funds as follows:**

Funds Obligated through Modification No.	<u>A063</u>	<u>\$ 505,184,127.97</u>
Funds Obligated by this Modification No.	<u>A064</u>	<u>8,646,644.23</u>
Funds Obligated since Inception of Contract		<u>\$513,830,772.20</u>

Except as provided herein, all terms and conditions of the document referenced in Items 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) <b>Stanley T. Colt Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	16C. DATE SIGNED <b>11/30/2004</b>
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. <b>A065</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO. 29-2005-AL66444.503	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  <b>Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220</b>		9A. AMENDMENT OF SOLICITATION NO.		
CODE _____ FACILITY CODE _____		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC29-01AL66444</b>		
		10B. DATED (SEE ITEM 13) <b>December 14, 2000</b>		

**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 as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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)

89X0251.91 SR5191	TP	EY3509801	\$8,777,410	25.2	ADSCB0080	WIPP-05-0018 CA	XID #08595727
89X0251.91 SR5191	TP	EY3509900	\$1,000,000	25.2	ADSCB0090	WIPP-05-0018 CA	XID #08595728
89X0251.91 SR5191	TP	FS3001000	\$ 300,000	25.2	ADSCB0020	WIPP-05-0018 CA	XID #08595729

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103'b)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	

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

**The Department of Energy hereby revises the Obligation of Funds as follows:**

<b>Funds Obligated through Modification No.</b>	<u>A064</u>	<b>\$ 513,830,772.20</b>
<b>Funds Obligated by this Modification No.</b>	<u>A065</u>	<b>10,077,410.00</b>
<b>Funds Obligated since Inception of Contract</b>	<u>                    </u>	<b>\$523,908,182.20</b>

Except as provided herein, all terms and conditions of the document referenced in Items 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)	
		Philip N. Murphy Contracting Officer	
15B. CONTRACTOR/OFFEROR		16B. BY _____	
BY _____ (Signature of person authorized to sign)		Signature Deleted see OMB M-05-16, Safeguarding Personally Identifiable Information"	
15C. DATE SIGNED		16C. DATE SIGNED	
		12/17/04	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 AGES
2. AMENDMENT/MODIFICATION NO M066	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO. N/A - NOPR	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  Washington TRU Solutions LLC P.O. Box 2078 Carlsbad, NM 88220			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC29-01AL66444	
			10B. DATED (SEE ITEM 13) TBD	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR 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 - Not A Funding Action

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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
Agreement of parties to revise the basic contract and exercise the option(s)

D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

F. IMPORTANT Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

The Department of Energy hereby updates the schedule, revises the Statement of Work, updates Section I and revises the key personnel listing included in Section J. This modification revises the basic contract to incorporate negotiated (within scope) changes to the Statement of Work and extends the period of performance through September 30, 2010. No additional options are available to be exercised on this contract.

Accordingly: (See Page 2 of 2 Pages)

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

15A. NAME AND TITLE OF SIGNER (Type or print) RICHARD D. RAZZ PRESIDENT, WASHINGTON TRU SOLUTIONS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Philip N. Murphy Contracting Officer	
15B. CO BY _____ (Signature of person authorized to sign)	15C. DATE SIGNED 2/2/05	16B. BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 2/7/05
Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"		Signature Deleted see OMB M-05-16, "Safeguarding Personally Identifiable Information"	

The following contract sections are hereby modified as set forth below:

1. SECTION B, SUPPLIES OR SERVICES AND PRICES/COST, is hereby revised in its entirety and replaced with the attached Section B, identified as Attachment-1 to Modification No. M066. The attachment updates this section to reflect revisions necessary to incorporate the exercise of the Option(s) established in Section F.
2. SECTION C, DESCRIPTION /SPECIFICATIONS/WORK STATEMENT DESCRIPTION OF WORK AND SERVICES, STATEMENT OF WORK is hereby revised in its entirety and replaced with the attached Section C, identified as Attachment-2 to Modification No. M066. The attachment reflects the negotiated changes to the Statement of Work.
3. SECTION F, DELIVERIES OR PERFORMANCE is hereby revised in its entirety and replaced with the attached Section F, identified as Attachment-3 to Modification No. M066. The attachment reflects the exercise of existing option(s) on the contract.
4. PART II – CONTRACT CLAUSES is hereby revised in its entirety and replaced with the attached Section I, Attachment-4 to Modification No. M066. The attachments update the existing contract with changes imposed by changes to the Federal Acquisition Regulations (FAR) and the Department of Energy Acquisition Regulations (DEAR) enacted or revised since this part was last updated.
5. PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, SECTION J, ATTACHMENT D, THE PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP) established for the contract through Modification No. M066 is hereby revised in its entirety and replaced with the PERFORMANCE AND EVALUATION MANAGEMENT PLAN (PEMP), in its entirety with Attachment – 5 to Modification No. M066.
6. PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS, SECTION J, ATTACHMENT F, KEY PERSONNEL is hereby revised in its entirety and replaced with the attached Section J, Attachment F, identified as Attachment-6 to Modification No. M066. The attachment reflects changes to the Contractors Key Personnel Listing.

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SERVICES BEING ACQUIRED**

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

**B.2 ESTIMATED COST, MAXIMUM AVAILABLE FEE, AND AVAILABLE FEE (M006, M010, M035, M040, M066)**

(a) Estimated Cost

- (1) The transition period (December 14, 2000 through January 31, 2001) will be performed at no cost to the Government. There will be no fee paid for the transition period.
- (2) The Estimated Cost of the Fiscal Year (FY) 2001 period of performance is Exemption 4
- (3) The Estimated Cost for the Option Period is reflected in the following table:

Contract Period	Est. Cost
October 1, 2005 through September 30, 2006	Exemption 4
October 1, 2006 through September 30, 2007	Exemption 4
October 1, 2007 through September 30, 2008	Exemption 4
October 1, 2008 through September 30, 2009	Exemption 4
October 1, 2009 through September 30, 2010	Exemption 4

(b) Fee:

- (1) The Estimated Fee Base as defined in Department of Energy Acquisition Regulations (DEAR) 970.15 for the entire FY2001 is Exemption 4. Due to the abbreviated performance period for FY 2001, the Maximum Available Fee for FY 2001 is Exemption 4
- (2) Unless the Estimated Fee Base for a given fiscal year deviates by more than plus or minus 15% from the Estimated Fee Base set forth for FY 2001 of Exemption 4 then a Maximum Available Fee of Exemption 4 (per annum) shall serve as the Maximum Available Fee for FY 2002-FY 2005 and

Option Years FY 2006 – FY2010. The Maximum Available Fee for the term of the contract, beginning February 1, 2001 through March 31, 2003, is established at Exemption 4. This consists of a Maximum Available Fee for FY2001 of Exemption 4 for FY 2002 of Exemption 4 and for FY03 through March 31, 2003, of Exemption 4. The maximum available fee for April 1, 2003 through September 30, 2003 is established as Exemption 4. The maximum available fee for FY04 is established at Exemption 4 and the maximum available fee for FY05 is established at Exemption 4.

- (3) The maximum available fee for each year of the option period (FY2006 – FY2010) is:

Option Period	Maximum Available Fee
October 1, 2005 through September 30, 2006	Exemption 4
October 1, 2006 through September 30, 2007	Exemption 4
October 1, 2007 through September 30, 2008	Exemption 4
October 1, 2008 through September 30, 2009	Exemption 4
October 1, 2009 through September 30, 2010	Exemption 4

- (4) In the event the Estimated Fee Base deviates for any fiscal year more than plus or minus 15% from the Estimated Fee Base, the Contractor agrees to negotiate with the U.S. Department of Energy (DOE) an equitable adjustment to the Maximum Available Fee amount to reflect the impact of such deviation. The new Maximum Available Fee for that fiscal year will be the amount calculated by DOE in accordance with DEAR 970.15. In the event the parties are unable to reach agreement on the Maximum Available Fee amount, the Government reserves the right to unilaterally establish the Maximum Available Fee amount.
- (5) The Maximum Available Fee for the full contract term Exemption 4 be available for Multiple-year and annual Performance Based Incentives (PBIs) issued in accordance with the Performance Evaluation Management Plan (PEMP) contained in Section J. The Maximum Available fee will be allocated and made available for earning by the Contractor during the contract term through assignment of fee to PBIs. There will be no unallocated pool of fee maintained, all fee is at risk with no minimum fee requirement and will be paid only for the accomplishment of assigned PBIs. Fee which is unearned by the contractor as a result of cancellation or modification of a PBI will be allocated to another PBI. Fee from the PBIs, which is unearned due to nonperformance of the performance incentive requirements set forth in the PEMP, shall be forfeited. Unearned fees caused by reasons outside the control of the contractor may be re-allocated to future periods.

- (6) A summary of the Estimated Fee Base and the Maximum Available Fee per contract period are listed below:

(i) Estimated Fee Base. The Estimated Fee Base as defined in Department of Energy Acquisition Regulations (DEAR) 970.15 for each year of the contract is as follows:

Contract Period	Est. Fee Base
February 1, 2001 through March 31, 2003 *	Exemption 4
April 1, 2003 through September 30, 2003	Exemption 4
October 1, 2003 through September 30, 2004	Exemption 4
October 1, 2004 through September 30, 2005	Exemption 4
October 1, 2005 through September 30, 2006	Exemption 4
October 1, 2006 through September 30, 2007	Exemption 4
October 1, 2007 through September 30, 2008	Exemption 4
October 1, 2008 through September 30, 2009	Exemption 4
October 1, 2009 through September 30, 2010	Exemption 4

\* - per annum

(ii) Maximum Available Fee. The Maximum Available Fee for the term of the contract is as follows:

Contract Period	Maximum Available Fee
February 1, 2001 through September 30, 2001	Exemption 4
October 1, 2001 through September 30, 2002	Exemption 4
October 1, 2002 through March 31, 2003	Exemption 4
April 1, 2003 through September 30, 2003	Exemption 4
October 1, 2003 through September 30, 2004	Exemption 4
October 1, 2004 through September 30, 2005	Exemption 4
October 1, 2005 through September 30, 2006	Exemption 4
October 1, 2006 through September 30, 2007	Exemption 4
October 1, 2007 through September 30, 2008	Exemption 4
October 1, 2008 through September 30, 2009	Exemption 4
October 1, 2009 through September 30, 2010	Exemption 4

- (7) There will be no base fee under this Contract.

### B.3 AVAILABILITY OF APPROPRIATED FUNDS

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

**B.4 OBLIGATION OF FUNDS (A068)**

Pursuant to the Contract Clause entitled "Obligation of Funds," the total amount obligated by the Government with respect to this contract is **\$577,525,009.90**.

**Part I - The Schedule**

**SECTION C**

**DESCRIPTION/SPECIFICATION/WORK STATEMENT**  
**DESCRIPTION OF WORK AND SERVICES**

**STATEMENT OF WORK (M040, M058, M066) (**

**C.1 CONTRACT FOCUS**

The purpose of the WIPP is to protect human health and the environment by safe management, retrieval, characterization, transportation, and disposal of defense generated transuranic (TRU) waste.

**C.2 BACKGROUND**

- (a) The WIPP is a sixteen (16) square mile (10,240 acre) site owned by the United States Department of Energy (DOE) and is located in Southeastern New Mexico. The WIPP includes surface facilities and a geological repository located two thousand one hundred fifty (2150) feet below the surface. The Property Protection Area (PPA) at WIPP encloses approximately thirty-five (35) acres, and includes the majority of the buildings and structures at WIPP. The area outside the fenced PPA consists of otherwise undeveloped, high-desert terrain. Several administrative offices are located in the city of Carlsbad, some twenty-five (25) miles west of the WIPP.
- (b) The DOE Carlsbad Field Office (CBFO) is responsible for administration of the Contract. The DOE Assistant Secretary for Environmental Management (EM) provides program direction to the CBFO. SNL performs the scientific studies and computational activities associated with the long-term performance of the WIPP. The Carlsbad Technical Assistance Contractor (CTAC) provides technical support to the CBFO, with the emphasis on audits and assessments. Other national laboratories and DOE facilities are funded by the CBFO to perform specific tasks related to the WIPP mission.
- (c) The WIPP's siting phase began in 1975. The WIPP site was studied extensively, including, geologic, hydrologic, geo-mechanical and rock mechanics properties. Experimental programs not involving tests with radioactive materials were begun at that time. The selection phase ended in 1980 with the completion of the WIPP Final Environmental Impact Statement. The site and preliminary design validation phase followed site selection. Two shafts were constructed, and an underground test area was excavated. Geologic, hydrologic, and other geo-technical investigations continued, and additional studies were initiated to expand the site characterization database.

- (d) During the ten-year construction phase, site data collection continued in parallel with the construction of surface and additional underground facilities. The DOE developed and refined tools and models to assess the performance of the TRU waste disposal system. The U. S. Environmental Protection Agency (EPA) began to develop guidance and standards for the management and disposal of radioactive waste.
- (e) In the pre-disposal phase, compliance with EPA regulations (40 CFR Sections 191 and 194) was documented in the Compliance Certification Application (CCA). The WIPP established its readiness to conduct disposal operations, and shipping sites began characterizing waste for shipment.
- (f) The disposal phase began on March 26, 1999 when the first shipment of waste was received at WIPP. The disposal of mixed-transuranic waste was authorized with the issuance of a Hazardous Waste Facility Permit (HWFP) by the New Mexico Environment Department. This permit was issued on October 28, 1999 and became effective on November 27, 1999.
- (g) The waste analysis plan, contained in the HWFP, specifies waste characterization activities to be carried out at TRU waste generator sites. TRU waste has been and will continue to be shipped to WIPP from Large Quantity Sites (LQS) and from Small Quantity Sites (SQS). Various sites may be designated as potential sites to receive and characterize TRU waste from SQS.
- (h) All TRU wastes shipped to WIPP are required to use Type B packagings (shipping containers) certified by the U. S. Nuclear Regulatory Commission (NRC) and provided by the CBFO or acquired by the Contractor. The four packagings currently identified for WIPP are the TRUPACT-II and HalfPACT for Contact-handled TRU waste and the RH-72-B cask and the CNS 10-160 B cask for Remote-handled-TRU waste. TRUPACT-III development is progressing and is expected to be ready for WIPP use in FY07. Currently, all TRU waste is shipped by truck, but may also be shipped by rail in the future. The legacy TRU waste disposal phase will require an estimated sixteen thousand (16,000) shipments to WIPP. Newly generated TRU waste will continue to be disposed of at WIPP until 2030. Following the disposal phase, the WIPP will enter its decommissioning phase lasting approximately five (5) years. During this five (5) year period, the repository will be permanently closed. Planned activities at the WIPP will require the site infrastructure to exist for approximately thirty (30) years or more.
- (i) In the post-decommissioning phase, active institutional controls will be employed for at least one hundred (100) years to prevent human intrusion into the repository. Passive controls including permanent markers will warn future societies of the location and hazards of the disposal site.

### C.3 OVERALL CONTRACTOR RESPONSIBILITIES

#### (a) GENERAL MANAGEMENT

- (1) The Contractor will be responsible for all operations at the WIPP and for integration and disposal of legacy defense TRU waste for the National Transuranic Waste Program. The Contractor will participate in a coordinated approach to retrieval, characterization, transportation, and disposal activities at the associated generator sites throughout the complex. The Contractor may place Retrieval and Characterization Teams (RCTs) within the complex to assist in the efficient retrieval, characterization and transportation of legacy TRU. The contractor will work with generator sites to access generator site retrieval and characterization data, budget, and technical information as necessary to facilitate planning and integration of RCT's. The Contractor recognizes that there are objectives associated with the vision of the Government that will be considered in the management, integration, and operation of the WIPP and in conducting legacy defense TRU waste activities. These objectives are:
  - (i) Safety and Environmental Management Excellence – Protection of the employees, the public and the environment;
  - (ii) Operational Efficiencies – Pursue efficiencies in waste retrieval, characterization, transportation and disposal; and
  - (iii) Support to Small Quantity Sites (SQS) in the removal and disposal of TRU waste;
  - (iv) Standardization Efficiencies – Develop a standardized characterization approach and a national audit approach for application where feasible. This is not a prerequisite for performance under this contract; and
  - (v) The goal to dispose of 70% of the legacy TRU waste in the DOE complex by 2010.
- (2) The Contractor will use its best judgment, skill, and care in the management, integration, operation, and maintenance of the facilities, equipment and programs described in this statement of work. The Contractor will perform the work and services in a manner that will instill public confidence in the WIPP and the National Transuranic Waste Program and meet all applicable federal, state and local laws; regulations; standards; and governing agreements and permits with regulatory and oversight governmental organizations. The Contractor will also comply

with the terms and conditions of this contract and in accordance with such Contracting Officer directions and approvals.

- (3) Pursuant to the Contract Clause entitled "Laws, Regulations, and DOE Directives," the Contractor will conform to the requirements of all applicable DOE Orders and Directives, which may establish management, technical, procedural or other standards, and specifications for Contractor work activities. The Orders and Directives applicable to this Contract are contained at Section J, Attachment H.
- (4) The Contractor will be fully responsible and accountable for the safe accomplishment of all work, whether performed by its own personnel or subcontractors. The Contractor will be responsible for planning, integrating, managing and executing the programs, projects, operations and other activities as described in this statement of work such that all functions are fully integrated. The Contractor shall provide program management functions that include: legal services, audit services, business systems management, human resources, property management, information resources management, record management, financial management, safeguards and security, public information and external communication activities, intergovernmental affairs, training, procurement, underground experimental support, and industrial relations.
  - (i) The Contractor will be responsible for operations, environmental compliance, safety, health and quality assurance within its own organization and its subcontractor organizations.
  - (ii) The Contractor will be responsible for integration of, and, as directed by the Contracting Officer, award and administration of designated contracts into the operation of WIPP and the National Transuranic Waste Program.
  - (iii) The Contractor shall be also be responsible for developing and implementing a records management program for all records relevant to the operations of WIPP and the transuranic waste permanently disposed at the WIPP.
- (5) The Contractor shall be responsible for maintaining the condition of the Government owned property and equipment during the term of the contract such that the intended functionality, including safety, health, and environmental compliance, for mission needs is met.
- (6) The Contractor will, when directed by DOE and may, but only when authorized by DOE, enter into subcontracts for the performance of any part of the work required to support the WIPP.

- (i) The Contractor is authorized to incorporate and integrate a small business into mining operations with a mentor/protégé relationship beginning in FY06. The ultimate goal of this mentor/protégé relationship will be for WTS to assign to CBFO a well-qualified small business capable of performing mining operations.
- (7) The Contractor will develop programs, capabilities and technologies consistent with the WIPP and National Transuranic Waste Program mission to support emerging needs of Federal and non-Federal, educational institutions and private sector partners.

(b) **EM PROJECT MANAGEMENT**

The Contractor will maintain the existing project management system for the EM program including the EM project baselines; Integrated Planning, Accountability and Budgeting System (IPABS); change control process; execution and life-cycle planning process (including standard project management handbook); the project cost-estimating system; continued updating of an integrated site-wide baseline and critical path analyses. These processes include other WIPP participants, functional and crosscutting activities, and will include relevant activities at characterization and generator sites, including any funding sent to CBFO and the Contractor that was previously designated for generator sites.

- (1) The Contractor is authorized to create and maintain a National Legacy TRU Baseline to plan and monitor performance expectations across the complex. This is not a prerequisite for performance under this contract.

(c) **ENVIRONMENTAL, SAFETY AND HEALTH (ES&H) and QUALITY ASSURANCE**

The Contractor will make ES&H excellence, including the Integrated Safety Management System, a cornerstone of all operations. The Contractor will maintain WIPP certification under the DOE Voluntary Protection Program

(1) **WIPP SYSTEMS AND PROGRAMS**

The Contractor will maintain the existing Integrated Safety Management System (ISMS), which includes principles of the International Standards Organization (ISO) 14001 Program, the Voluntary Protection Program (VPP), and the Standards and Requirements Identification Document (S/RID).

(2) **PROTECTION OF WORKERS, THE PUBLIC, AND THE ENVIRONMENT**

- (i) Protection of workers, the public, and the environment are responsibilities of the Contractor, using the ISMS.
- (ii) The Contractor will:
  - (A) Take necessary actions to preclude injuries and fatalities, and keep worker exposures and environmental releases as low as reasonably achievable below established limits, minimize the generation of waste, and maintain or increase protection to the environment, public and worker safety and health.
  - (B) Operate the WIPP as the DOE's co-permittee under the Hazardous Waste Facility Permit issued by the State of New Mexico.

(3) QUALITY ASSURANCE

The Contractor will maintain the existing Quality Assurance Program Description (QAPD).

**C.4 PROGRAM DESCRIPTIONS and ACCOMPLISHMENTS**

The WIPP conducts site-specific and intra-site integration of TRU waste activities. To achieve the EM programmatic objectives, the Contractor will be responsible for integrating waste management and environmental activities at the WIPP and at generator sites.

(a) WIPP DISPOSAL OPERATIONS

Facilities at the WIPP are used to receive and dispose of TRU waste in a safe and environmentally sound manner.

(1) INFRASTRUCTURE

(i) Long-term mission support

The Contractor will maintain an integrated infrastructure program that includes long-term infrastructure reinvestment planning. The Contractor will balance short-term pressures to improve operations with long-term infrastructure reinvestment planning. Infrastructure includes: business systems, functional specialties, roads and utilities, emergency management, facility safety, surveillance and maintenance, safeguards and securities, and asset maintenance.

(ii) Disposition of excess facilities, structures, and equipment

The Contractor will disposition excess facilities, systems, structures, and equipment.

**(iii) Land management, facility planning and dispositioning requirements**

The Contractor will maintain the WIPP Land Management Plan (LMP) and the Integrated Capital Asset Management Process Plan (ICAMP) and all necessary supporting systems including the asset inventory, condition, master planning, geographic information system, space management, and risk assessment.

**(2) OPERATIONS**

**(i) Waste Disposal Facilities**

The Contractor will manage, operate, maintain, repair and replace waste handling facilities, systems, and equipment. The Contractor will actively pursue enhancements to waste handling facilities to provide increased efficiency and reliability.

**(ii) Mining Operations**

**(A)** The Contractor will maintain, operate and continually evaluate underground facilities and systems for cost effective and efficient operations. This includes evaluating tradeoffs of new excavation versus remediation of existing spaces.

**(B)** The Contractor will plan and schedule the development of underground disposal facilities to provide newly mined disposal panels on a “just-in-time” basis. Waste disposal panels will be mined and outfitted so that they are certified for use when the previous waste disposal panel is filled and ready for closure. Table 1 describes the expected rates of waste panel mining from FY 2005 (partial) through FY 2010.

**(iii) Contact-handled TRU Waste (CH-TRU) Disposal**

The Contractor will be responsible for disposal of CH-TRU waste. Table 1 describes the expected rates for disposal of CH-TRU waste, including the number of shipments and volume of waste, from FY 2005 (partial) through FY 2010.

(iv) Remote-handled TRU Waste (RH-TRU) Disposal

The Contractor will be responsible for RH-TRU waste disposal, including facility modifications and operational readiness of WIPP RH-TRU facilities. Table 1 describes the expected rates for RH-TRU waste disposal, including the number of shipments and volume of waste, from FY 2005 (partial) through FY 2010.

(b) NATIONAL TRANSURANIC WASTE PROGRAM

The National Transuranic Waste Program (NTP) develops and manages a comprehensive waste management strategy for all TRU waste under the responsibility of the DOE. Key elements of the NTP include: 1) disposal of TRU waste at the WIPP for which the Contractor is responsible as described in C.4(a); 2) Generator/storage site waste retrieval, characterization and waste certification activities for which the Contractor will be responsible for integration of waste retrieval and characterization activities as provided in C.4(b)(1); and TRU waste transportation activities, as provided in C.4(b)(2) and C.4(b)(3). The Contractor will receive Government-provided TRU waste packages for shipment to WIPP at generator sites and, in selected cases, may retrieve waste or accelerate retrieval to develop a backlog of waste. The Contractor is fully authorized as the DOE-designated contract integrator to conduct activities necessary to complete applicable characterization for shipping to a characterization site or WIPP, and disposal at WIPP.

(1) WASTE CHARACTERIZATION/RETRIEVAL

The Contractor will be responsible for integration of waste characterization and retrieval by designated DOE contractors at characterization sites.

- (i) The Contractor may provide and deploy to generator sites Retrieval and Characterization Teams (RCTs) to assist in the management and execution of legacy TRU waste retrieval and characterization activities.
- (ii) The Contractor will assist generator sites as requested in planning for the management of newly generated TRU waste.
- (iii) The Contractor will ensure that a certified waste characterization program is maintained at each Contractor characterization site in accordance with the WIPP requirements.
- (iv) The Contractor will ensure characterization of waste from Contractor characterization sites is in accordance with WIPP requirements
- (v) The Contractor will ensure transportation of waste from generator sites is in compliance with applicable laws and regulations.

- (vi) The Contractor will identify disposition paths for low-level and low-level mixed wastes currently managed as TRU waste.
- (vii) The Contractor will integrate and administer DOE designated prime contract activities in accordance with designations given to them by DOE.

**(2) TRANSPORTATION PACKAGING**

- (i) The Contractor will maintain NRC-certified packagings (TRUPACT-II, HalfPACT, 10-160B, and 72-B cask) and records for packaging fabrication and maintenance. TRUPACT-IIIs or other packages may be added to this list after NRC certification activities have been completed.
- (ii) The Contractor will provide solutions to technical and regulatory issues related to NRC-certified packagings. The Contractor will prepare draft amendments to the Certificates of Compliance to authorize new waste forms for transport and to justify modifications to the existing conditions of use.
- (iii) The Contractor will provide technical and quality oversight for the procurement of transportation packagings.
- (iv) The Contractor will submit NRC certification requests and SARPs for new and existing packagings.
- (v) The Contractor will develop and obtain NRC certification of the TRUPACT III Transportation package for large containers.

**(3) TRANSPORTATION MANAGEMENT**

- (i) The contractor shall be responsible for coordinating and ensuring an integrated approach with other transportation contractors for, the transportation assist transportation of TRU waste from generator sites to WIPP and from generator sites to characterization sites, including scheduling and dispatching shipments, coordinating empty shipments, and providing for fleet maintenance.
- (ii) The Contractor will assist DOE in certification of the generator/storage sites compliance with transportation requirements and will be responsible for the approval of shipments to WIPP.

- (iii) The Contractor will assist shipping sites in the initial and continued use of TRUPACT-II and other packaging for shipping TRU waste.
- (iv) The Contractor will utilize the DOE designated transportation monitoring system to monitor loaded shipments dispatched from the WIPP and inbound waste shipments. The Contractor will prepare the integrated shipping schedule, which includes packaging (TRUPACT-II, HalfPACT, 72-B cask and other packaging), trailers, drivers, and tractor requirements.
- (v) The Contractor will be responsible for activities related to the opening and maintenance of shipping corridors and the provision of emergency response training along shipping corridors.
- (vi) The Contractor will be responsible for the identification, analysis and resolution of issues related to waste transportation and emergency management with states, tribes and local government officials.

(c) **PERMIT MODIFICATIONS FOR OPERATIONAL EFFICIENCY**

(1) **HAZARDOUS WASTE FACILITY PERMIT**

The Contractor and DOE, as co-permittees, will provide justification for and preparation of modifications to the Hazardous Waste Facility Permit (HWFP) issued by the State of New Mexico. The Contractor and DOE will focus these efforts to remove permit requirements that increase the costs of characterizing, certifying, transporting or disposing TRU waste, but provide minimal benefits to the health and safety of workers, the public or the environment.

The Contractor will partner with DOE to establish an effective working relationship with the New Mexico Environment Department, including frequent communications, to ensure timely identification and resolution of technical and regulatory issues, and to establish permitting schedules.

(2) **COMPLIANCE CERTIFICATION**

The Contractor will assist DOE with responding to questions from the EPA on the Compliance Recertification Application (CRA). The Contractor will focus these efforts such that the EPA can render a timely completeness determination and receive EPA approval within the six month 40 CFR 194-driven timeframe. The Contractor will assist as requested in other activities related to EPA activities under the Land Withdrawal Act.

**(d) RESEARCH AND DEVELOPMENT PROGRAMS**

**(1) R&D FOR PROGRAM EFFICIENCIES**

The Contractor will propose research and development initiatives that have the objective of improving the operational efficiency of the WIPP and the National TRU Program. These initiatives must be submitted to DOE for approval.

**(2) OTHER EXPERIMENTAL PROGRAMS**

The Contractor will assist the DOE with experiments and demonstrations in support of other programs not associated with transuranic waste disposal, using the unique characteristics and facilities of WIPP.

**(3) APPLIED DEVELOPMENT**

The Contractor may address issues associated with orphan wastes and prohibited items at a characterization site with a goal of treating up to 100 drums per week.

**(e) ADDITIONAL INFORMATION**

The Statement of Work is further defined in the WIPP EM project baseline with its associated Work Breakdown Structure and definitions. At the start of each fiscal year, after receipt of new fiscal year funding from EM, the execution year baseline activities will be modified as necessary with the development of activity based cost documents approved by the Contractor and CBFO for the work to be performed in that fiscal year.

**(f) PARTNERING RELATIONSHIP**

The Contractor and the Government will work within a partnering relationship for work related to execution of this contract with a common vision to mutually support mission goals and objectives. The relationship will promote the principles of teamwork, mutual respect, openness, honesty, trust, professionalism, and building a better understanding of one another's position. The relationship includes a joint commitment to:

- (i) Maintain high safety performance.**
- (ii) Complete the work on or before schedule, within or below cost.**
- (iii) Eliminate barriers to a faster, more cost effective and efficient program.**

- (iv) Create an organizational culture able to accommodate change.
- (v) Resolve conflicts through a coordinated work effort to avoid adversarial relations.
- (vi) Reinforce the partnered relationship with honest feedback and continual improvement.

**C.5 TABLE 1 - EXPECTED WIPP PROGRAM ACTIVITIES FY 2005–FY2010 (M066)**

Activity	FY05	FY06	FY07	FY08	FY09	FY10
Disposal Panels	Complete CH Disposal in Panel 2.	Continue CH Disposal in Panel 3.	Complete CH Disposal in Panel 3.	Complete CH Disposal in Panel 4.	Continue CH Disposal in Panel 5.	Complete CH Disposal in Panel 5.
	Begin CH Disposal in Panel 3.	Complete Construction of Panel 4.	Begin CH Disposal in Panel 4.	Begin CH Disposal in Panel 5.	Complete RH Disposal in Panel 5.	Begin CH Disposal in Panel 6.
	Begin Interim Closure of Panel 2.	Begin Construction of Panel 5.	Begin RH Disposal in Panel 4.	Complete RH Disposal in Panel 4.	Begin RH Disposal in Panel 6.	Continue RH Disposal in Panel 6.
	Complete Mining of South Mains		Begin Final Closure Panel of 1.	Begin RH Disposal in Panel 5.	Begin Final Closure of Panel 2.	Begin Final Closure of Panel 5.
	Begin Construction of Panel 4.		Begin Final Closure of Panel 3.	Begin Final Closure of Panel 4.	Continue Construction of Panel 7.	Complete Construction of Panel 7.
			Complete Construction of Panel 5.	Complete Construction of Panel 6.		Begin Construction of Panel 8.
			Begin Construction of Panel 6.	Begin Construction of Panel 7.		
CH-TRU Transportation	1304 Shipments	1253 Shipments	1516 Shipments	1679 Shipments	1287 Shipments	1291 Shipments
CH-TRU Waste Disposal	9800 Cubic Meters	9400 Cubic Meters	11600 Cubic Meters	12200 Cubic Meters	9900 Cubic Meters	9900 Cubic Meters
RH-TU Transportation	0 Shipments	0 Shipments	388 Shipments	459 Shipments	456 Shipments	492 Shipments
RH-TRU Disposal	0 Cubic Meters	0 Cubic Meters	270 Cubic Meters	350 Cubic Meters	340 Cubic Meters	370 Cubic Meters
Transportation Corridors	Open ORNL, SNL, BAPL, KAPL, and KAPL-NFS Corridors	Open Paducah Corridor	Open West Valley Corridor		Open GE-VNC, B&W-NES, Framatome, and SPRU Corridors	

Note: This table is expected to be updated based on the results of the National TRU baselining activities.

## C.6 ACRONYMS

CBFO	Carlsbad Field Office
CCA	Compliance Certification Application
CFR	Code of Federal Regulations
CH-TRU	Contact-handled Transuranic Waste
CRA	Compliance Recertification Application
CTAC	Carlsbad Technical Assistance Contractor
DOE	U. S. Department of Energy
DOE-AL	Albuquerque Operations Office
EM	Assistant Secretary for Environmental Management
ES&H	Environment, Safety and Health
EPA	U. S. Environmental Protection Agency
HalfPACT	Half-height Transuranic Waste Package Transporter
HWFP	Hazardous Waste Facility Permit
ICAMP	Integrated Capital Asset Management Process
IPABS	Integrated Planning, Budgeting and Accountability System
ISMS	Integrated Safety Management System
ISO	International Standards Organization
LMP	Land Management Plan
NRC	U. S. Nuclear Regulatory Commission
NTP	National Transuranic Waste Program
PPA	Property Protection Area
QAPD	Quality Assurance Program Description
RCT	Retrieval and Characterization Teams
RH-TRU	Remote-handled Transuranic Waste
SARP	Safety Analysis Report for Packaging
SNL	Sandia National Laboratories
SQS	Small Quantity Site
S/RID	Standards and Requirements Identification Document
TRU	Transuranic Waste
TRUPACT-II	Transuranic Waste Package Transporter Type II
TRUPACT-III	Transuranic Waste Package Transporter Type III
VPP	Voluntary Protection Program
WTS	Washington TRU Solutions
WIPP	Waste Isolation Pilot Plant

**Part I - The Schedule**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

- (a) The Term of this Contract shall be from the effective date of the Contract through September 30, 2010, unless sooner terminated in accordance with the provisions of this Contract. The period from the effective date of the Contract through January 31, 2001, shall be for the transition from the existing contractor to the successor contractor. The contractor's responsibility for management and operation of the WIPP shall start on February 1, 2001.
- (b) The period of performance shall be through September 30, 2010.

**F.2 PRINCIPLE PLACE OF PERFORMANCE**

The work under this Contract is to be carried out at a variety of locations, but the principal place of performance will be the Waste Isolation Pilot Plant site near Carlsbad, New Mexico.

**F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (M066)**

Deleted in its entirety

**F.4 EXERCISE OF OPTION(S) (M066)**

Deleted in its entirety

**F.5 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)(ALTERNATE I) (APR 1984)**

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

- (1) Cancel the stop-work order; or

- (2) Terminate the work covered by the order as provided in the Termination Clause of the contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Attachment-4 to Modification No. M066  
Washington TRU Solutions, LLC  
Contract No. DE-AC29-01AL66444

**SECTION I**

**PART II – CONTRACT CLAUSES**

**Part II - Contract Clauses**

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

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

**Part II**

**Section I**

**CONTRACT CLAUSES**

**I.1 FAR 52.202-1 DEFINITIONS (JUL 2004) (A000)**

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

**I.2 FAR 52.203-3 GRATUITIES (APR 1984) (A000)**

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
  - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

- (c) If this Contract is terminated under paragraph (a) above, the Government is entitled--
  - (1) To pursue the same remedies as in a breach of the contract; and
  - (2) In addition to any other damages provided by law, to exemplary damages of not less than three nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this Contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**I.3 FAR 52-203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) (A000)**

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

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

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

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

**I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) (A000)**

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this Contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this Contract which exceed \$100,000.

**I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) (A000)**

- (a) Definitions.

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

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

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

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

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

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

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

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

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a Prime Contractor to the United States or in the contract price charged by a subcontractor to a Prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this Contract which exceed \$100,000.

**I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (A000)**

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may --
  - (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which --
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either --
      - (A) Exchanging the information covered by such subsections for anything of value; or
      - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone

acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

- (b) If the Government rescinds the Contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) (A000)**

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be --
  - (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.
  - (3) For cost-plus-award-fee contracts --
    - (i) The base fee established in the contract at the time of contract award;
    - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
  - (4) For fixed-price-incentive contracts, the Government may --

- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
  - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime Contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
  - (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this Contract for default. The rights and remedies of the government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003) (A000)**

*(a) Definitions.*

"Agency," as used in this clause, means executive agency as defined in 2.101.

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

- (1) The awarding of any Federal contract.

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

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

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

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

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

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

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

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the

normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

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

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

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

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

*(b) Prohibitions.*

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

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

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

*(i) Agency and legislative liaison by own employees*

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

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

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

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

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

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

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

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

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small

Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

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

(ii) *Professional and technical services*

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

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

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

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the

negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

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

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

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

*(c) Disclosure.*

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

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

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

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

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

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

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

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

(e) *Penalties.*

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

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

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made

specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

**I.9 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989) (A000)**

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

**I.10 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) (A000) (M016)**

(a) Definitions. As used in this clause-

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as-

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) Postconsumer fiber; and
- (2) Manufacturing wastes such as-

- (i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - (ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

**I.11 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (M066)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification

of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**I.12 FAR 52.204-76 CONDITIONAL PAYMENT OF FEE OR PROFIT –  
SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED  
INFORMATION (JAN 2004) (M066)**

(a) General. (1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."

(2) In addition to other remedies available to the Government, if the contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information, the contracting

officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the contractor will be determined by the severity of the contractor's failure to comply with contract terms and conditions relating to the safeguarding of Restricted data or other classified information pursuant to the degrees specified in paragraph (c) of this clause.

(b) Reduction Amount. (1) If in any period (see 48 CFR 952.204-76 (b)(2)) it is found that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information, the contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The contracting officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 904.402(c)). The mitigating factors include, but are not limited to, the following:

- (i) Degree of control the contractor had over the event or incident.
- (ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.
- (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
- (iv) General status (trend and absolute performance) of safeguarding Restricted Data and other classified information and compliance in related security areas.

(2)(i) For purposes of this clause, (2)(i) Except in the case of performance-based firm-fixed-price contracts (see paragraph (b)(3) of this clause), the contracting officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [insert 6 or 12] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

(3) For performance-based firm-fixed-price contracts, the contracting officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the safeguarding of Restricted Data and other classified information.

(c) **Safeguarding Restricted Data and Other Classified Information.** Performance failures occur if the contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failures relating to the contractor's obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:

(1) **First Degree:** Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other

information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance

failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

**I.13 FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002) (M066)**

*(a) Definitions.*

"Bureau of Land Management," as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

"Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at [http://www.nm.blm.gov/www/amfo/amfo\\_home.html](http://www.nm.blm.gov/www/amfo/amfo_home.html).

"Major helium requirement" means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

*(b) Requirements-*