

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING N	PAGE OF PAGES 1 / 29			
2. CONTRACT NO.	3. SOLICITATION NO. DE-RP52-09NA28609	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03 NOV 2008	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY FAD/SCSD DEPARTMENT OF ENERGY NNSA SERVICE CENTER PO BOX 5400 ALBUQUERQUE, NM 87185-5400 LETICIA Y. POTTS 505-845-4371 LPOTTS@DOEAL.GOV		CODE 898358	8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. 12.1 MT Highly Enriched Uranium - Down-blending Services and Low Enriched Uranium Inventory							
10. FOR INFORMATION CALL:	A. NAME See Block 7	B. TELEPHONE (Include area code) (NO COLLECT CALLS) See Block 7	C. E-MAIL ADDRESS See Block 7				
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B001 ACRONYMS (APR 2008)

Common acronyms that may be used in this document include:

ASTM - American Society for Testing and Materials
CFR - Code of Federal Regulations
CLIN - Contract Line Item Number
CO - Contracting Officer
COR - Contracting Officer's Representative
CPAs - Cargo Pallet Assemblies
CRTs - Cargo Restraint Tie-downs
CS - Contract Specialist
DOE - Department of Energy
EST - Estimate
FAR - Federal Acquisition Regulation
FP - Fixed-Price
FFP - Firm Fixed-Price
FY - Fiscal Year
IAW - In Accordance With
HEU - Highly Enriched Uranium
Kg - Kilograms
LEU - Low Enriched Uranium
M&O - Management and Operating
MARO - Months after Receipt of Order
MO - Month
MT - Metric Tons
MTU - Metric Tons Uranium
NNSA - National Nuclear Security Administration
NRC - Nuclear Regulatory Commission
NSP - Not Separately Priced
PWS - Performance Work Statement
QTY - Quantity
RFP - Request for Proposal
SRA - Shipper/Receiver Agreement
SNM - Special Nuclear Materials
SWU - Separative Work Unit
TBD - To Be Determined prior to award
U - Uranium
UF₆ - Uranium Hexafluoride
UCNI - Unclassified Controlled Nuclear Information

Section J attachment entitled, "Definitions," is a list of some commonly used definitions in this contract.

B002 CONTRACT TYPE AND ESTIMATED VALUE (AUG 2008)

This is a firm fixed price type contract arrangement where the Contractor will be compensated for down-blending services by receiving title to a portion of the Derived LEU, and will be compensated for storage by having use of a portion of the Derived LEU.

The total price of this contract is TBD . Note: this total price is based solely on the value of Derived LEU the Contractor shall receive for services provided. Furthermore, the value of Derived LEU will fluctuate over time based on current market prices of the derived LEU (reference Section G, Clause G002 entitled, "Compensation).

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0001

Noun: RECEIPT, INVENTORY, PROCESSING, AND DOWN-BLENDING OF HEU TO LEU

ACRN: U

Contract type: J - FIRM FIXED PRICE

Descriptive Data:

The Contractor shall furnish all personnel, facilities, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incidental to, providing the requirements specified in the Section J attachments entitled, "Performance Work Statement for 12.1 MT Highly Enriched Uranium - Down-blending Services and Low Enriched Uranium Inventory," at the prices listed below. These prices will be used to calculate complete compensation for this effort and shall be in accordance with Section G clause G002 entitled, "Compensation."

[Offeror to fill in values below]:

(1) HEU Metal (Alloyed and Unalloyed) at 9,002 KgU which includes 7,516 Kg U²³⁵ is priced at (A) \$_____ per KgU of Derived LEU (**inclusive** of Unobligated Diluent cost) multiplied by the Contractor's proposed number of KgU LEU derived from metal (insert Kgs) _____ for a total extended price of \$_____.

(2) HEU Oxide and Compounds at 3,099 KgU which includes 2,158 Kg U²³⁵ is priced at (B) \$_____ per KgU of Derived LEU (**inclusive** of Unobligated Diluent cost) multiplied by the Contractor's proposed number of KgU LEU derived from oxide and compounds (insert Kgs) _____ for a total extended price of \$_____;

(3) HEU Reactor Fuel, Sources and Standards at 48 KgU which includes 38 Kg U²³⁵ is priced at (C) \$_____ per KgU of Derived LEU (**inclusive** of Unobligated Diluent cost) multiplied by the Contractor's proposed number of KgU LEU derived from reactor fuel, sources, and standards (insert Kgs) _____ for a total extended price of \$_____.

(4) Total for extended price of items (1) through (3) above: \$_____

(5) The cost of Unobligated Diluent (blendstock) used by the Contractor during down-blending shall be included in the unit pricing of CLIN 0001.

(6) The Contractor shall store and deliver the total quantity of proposed derived KgU LEU set forth in paragraphs (1) through (3) above, subject to clause 52.211-16 entitled "Variation in Quantity," clause H003 entitled "Variation in Quantity, and clause G002 entitled "Compensation," and in accordance with Section J attachment entitled, "Holding Agreement."

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0002

Noun: STORAGE OF LEU AND PREPARATION FOR SHIPMENT OF UF₆

ACRN: U

Contract type: J - FIRM FIXED PRICE

Descriptive Data:

The Contractor shall furnish all personnel, facilities, services, materials, supplies, travel (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incidental to, providing the Storage of LEU and Preparation for Shipment of UF₆ in accordance with the Section J attachments entitled, "Performance Work Statement for 12.1 MT Highly Enriched Uranium - Down-blending Services and Low Enriched Uranium Inventory" and "Holding Agreement." The Contractor shall store the LEU in a Government account for up to 9 years. Complete consideration for this effort shall be in accordance with Section G, Clause G003 entitled "Consideration."

0003

Noun: REPORTS

ACRN: U

Contract type: J - FIRM FIXED PRICE

Descriptive Data:

The Contractor shall submit reports in accordance with Section J attachment entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and the price for this effort is included in CLINs 0001 and 0002 as applicable.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

C001 PERFORMANCE WORK STATEMENT (PWS) (APR 2008)

The PWS is included as Attachment 1 to this contract and is listed in Part III, Section J.

C002 HOLDING AGREEMENT (FEB 2007)

The Holding Agreement is included as an attachment to this contract and is listed in Part III, Section J, Attachment 2.

C003 REPORTS (FEB 2005) (TAILORED)

Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 3.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PACKAGING AND MARKING (JAN 2007)

(a) Packaging and marking of HEU and LEU shall be in accordance with applicable regulations and requirements of the U.S. Department of Energy, U.S. Department of Transportation, U.S. Nuclear Regulatory Commission and International law.

(b) Each package, report, or other deliverable product shall be accompanied by a letter or other document that:

(1) Identifies the contract number under which the item is being delivered.

(2) Identifies the deliverable item number or report requirement that requires the delivered item(s).

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (b) above shall be simultaneously provided to the Contract Specialist administering the contract, as identified in Section G of the contract.

D003 SECURITY REQUIREMENTS (FEB 2005) (TAILORED)

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by applicable regulations and requirement of the U.S. Department of Transportation, the U.S. Nuclear Regulatory Commission and those DOE Safeguards and Security directives identified in Section J attachment entitled, "List of Applicable DOE Directives."

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-2 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005) (TAILORED)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the COR, or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

(c) The "physical delivery" of the LEU to the Government shall be deemed to occur after receipt of the Contractor's certification to the Contracting Officer's Representative (COR) by Certified or Registered Mail, or by an acknowledged facsimile (which term, for this purpose, shall mean a facsimile that is acknowledged by the recipient) that the Derived LEU has been credited to the Government in the LEU account established in Article I, "Establishment of Government's LEU Account," of Section J attachment entitled, "Holding Agreement." The certification shall also include a copy of the Form DOE/NRC-741 and analytical data for the Derived LEU.

E002 RIGHTS OF INSPECTION (JAN 2007)

(a) In accordance with FAR Clause 52.246-4 "Inspection of Services - Fixed Price," the Contractor shall maintain and make available to the Government for inspection, upon reasonable notice, adequate records pertaining to the receipt, possession, transfer, or use of the HEU and LEU subject to this contract; and the Contractor shall permit inspection, sampling, and measurement of the material that is subject to this contract as the Government may require.

(b) If, based on the Contractor's analytical data or evaluation of the Government's analytical data, the Contractor determines that any portion of an HEU shipment cannot be down-blended, the Contractor shall notify the Government, in writing, within 45 days of its receipt of the analytical data that it is rejecting the HEU. The Government shall consider the Contractor's notification, and if the Government determines and agrees that the HEU is of a quality that when selectively down-blended with other higher quality HEU provided under this contract, will not result in a Derived LEU that will meet the specifications provided in Section J, attachment entitled, "Specification for LEU Derived from HEU," the HEU will be considered rejected. The Government will arrange for the transportation to return any rejected HEU to a designated facility.

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0001		1	48 MARO
	<i>Noun:</i>	RECEIPT, INVENTORY, PROCESSING, AND DOWN-BLENDING OF HEU TO LEU	
	<i>ACRN:</i>	U	
0002		1	108 MARO
	<i>Noun:</i>	STORAGE OF LEU AND PREPARATION FOR SHIPMENT OF UF ₆	
	<i>ACRN:</i>	U	
0003		1	108 MARO
	<i>Noun:</i>	REPORTS	
	<i>ACRN:</i>	U	

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.211-16 VARIATION IN QUANTITY (APR 1984)
Para (b), Percent increase is '3 %'
Para (b), Percent decrease is '3 %'
Para (b), Designation(s) to which the percentages apply is 'the Derived LEU quantity taking into account that 1.5% may be lost during HEU processing and that there may be reasonable fluctuation of the enrichment of HEU delivered versus the HEU described in Section J attachment entitled, "Specification for LEU derived from HEU.'
- 52.242-15 STOP-WORK ORDER (AUG 1989)
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
- 52.247-30 F.O.B. ORIGIN, CONTRACTOR'S FACILITY (FEB 2006)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F001 PERIOD OF PERFORMANCE (FEB 2005) (TAILORED)

(a) Period of Performance for CLIN 0001, Receipt, Inventory, Processing, and Down-Blending of HEU to LEU:

The Contractor shall take delivery of approximately 12.1 MT of HEU in accordance with PWS and the schedule detailed in the Section J attachment entitled "Planned HEU Delivery Schedule."

The Contractor shall have down-blended 40 MT of Derived LEU within two (2) years after delivery of HEU begins, as specified in the PWS and Holding Agreement.

All quantities of HEU provided to the Contractor shall be down-blended within one (1) year of final delivery of HEU to the Contractor as specified in the PWS.

(b) Period of Performance for CLIN 0002, Storage of LEU and Preparation for Shipment of UF₆:

The Contractor physically shall store and maintain 40 MT of Government owned LEU in the form of UF₆ and the Remainder LEU at the Contractor's storage facility for up to 9 years from execution of the contract as specified in the PWS and Holding Agreement.

Forty (40) MT of UF₆ from the Government LEU Account shall be available for shipment to the Government no later than two (2) years after initial HEU is provided to the Contractor for down-blending. Forty (40) MT of UF₆ from the Government LEU Account shall be provided to the Government within 30 days of receipt of written direction from the COR as specified in the PWS and Holding Agreement.

The Contractor shall have all LEU in the Government LEU Account available for Physical Delivery in the form of UF₆ within three (3) years after receipt of written direction from the Government, or on the last day of the contract period of performance, whichever is earlier, as specified in the PWS and Holding Agreement.

(c) Period of Performance for CLIN 0003, Reports

The Contractor shall provide applicable reports in accordance with Section J attachment entitled, "Reporting Requirements Checklist" concurrent with CLINs 0001 and 0002.

F002 PRINCIPAL PLACE OF PERFORMANCE (APR 2008)

The principal place of performance will be at the Contractor's facility(ies). The place of performance cannot be changed for the purposes of the Section I clause entitled, "FAR 52.243-1 Changes - Fixed Price" without the mutual agreement of the Parties. The principal place of performance will be: **TBD**

(Offeror to fill in location(s) of performance for down-blending and storage).

Down-blending:

Storage:

F003 DELIVERY OF HEU TO THE CONTRACTOR (APR 2008)

A detailed HEU shipment schedule shall be defined and agreed upon between the parties on a quarterly basis, however, the detailed schedule shall be consistent with Section J, Attachment entitled, "Planned HEU Delivery Schedule." In the event the Contractor is unable to receive or process HEU in accordance with such schedules, the Contractor shall immediately notify the CO of any resulting delay, request an alternate delivery or performance date, and identify any impacts to the processing caused by such a delay. Although the Government agrees to make a good faith effort to accommodate such requests, the Government is not bound to make accommodations.

Shipping will be done in accordance with Section 4.1 of the Performance Work Statement (see Section J, attachment entitled, "Performance Work Statement for 12.1 MT Highly Enriched Uranium - Down-blending Services and Low Enriched Uranium Inventory").

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

G001 CORRESPONDENCE PROCEDURES (FEB 2005) (TAILORED)

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the COR with an information copy of the correspondence to the Contract Specialist. The point of contact for technical correspondence is:

COR: TBD.

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address is as follows:

Contract Specialist: Leticia Y. Potts, United States Department of Energy, NNSA Service Center/OBS/FAD, PO. Box 5400, Albuquerque, NM 87185-5400, (505) 845-4371, facsimile (505) 284-7591, lpotts@doeal.gov.

(c) Patent Counsel

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contract Specialist with information copies to the COR and the NNSA Patent Counsel as follows:

Not Applicable

(d) The Contracting Officer for this contract is:

Teresa M. Martinez, United States Department of Energy, NNSA Service Center/OBS/FAD, PO. Box 5400, Albuquerque, NM 87185-5400, (505) 845-4127, facsimile (505) 284-7369, TMartinez@doeal.gov.

G002 COMPENSATION (AUG 2008)

(a) As complete compensation for the services in Section B, CLINs 0001 and 0003, the Government will transfer title to a commensurate amount of Derived LEU. The value of the ordered services for CLIN 0001, including Unobligated Diluent, are fixed at the time of award; however, the amount of compensatory Derived LEU transferred to the Contractor at the time of invoicing will fluctuate based on current market prices of the Derived LEU. The Government and Contractor, therefore, agree to

utilize the methodology detailed below to determine the amount of compensatory Derived LEU transferred to the Contractor. The Contractor may invoice as frequently as every month. To request compensation, the Contractor shall submit the documentation required in Section G Provision G004 entitled, "Billing Instructions."

(b) The equivalent quantity of Derived LEU to be transferred to the Contractor as compensation shall be calculated using the ratio as detailed in paragraph (e). below. The numerator represents the sum of the following three elements-the unit price for each HEU type (three HEU types, as provided in CLIN 0001, including Unobligated Diluent costs) multiplied by the quantity of LEU produced from that material type during the billing period. The denominator represents the total market value of the Derived LEU. The market value of the Derived LEU is defined as the sum of the market value of the feed component and the market value of the Separative Work Unit (SWU) component. The feed component and the SWU component shall be calculated using a reference tails assay of 0.25% and a reference feed assay of 0.711%.

(c) The market value of the feed component shall be the arithmetic average of the following indices: 1) TradeTech's the Nuclear Market Review UF₆ Value, and 2) the Ux Consulting Company, LLC NA UF₆ Value, spot prices. The arithmetic average of these indices shall be based on the most recent, published indices for the month preceding the subject time period.

(d) The market value of the SWU component shall be the arithmetic average of the following indices: 1) the Nuclear Market Review (TradeTech) unrestricted spot SWU value, 2) the Nuclear Market Review (TradeTech) restricted spot SWU value, and 3) the Ux Consulting Company, LLC SWU spot price. The arithmetic average of these indices shall be based on the most recent published indices for the month preceding the subject time period.

(e) A mathematical representation of the text in Paragraphs (b), (c) and (d) follows:

$$Comp = \left(\frac{(\$A / kgU_{metal} \times kgU_{LEU_{metal}}) + (\$B / kgU_{oxide} \times kgU_{LEU_{oxide}}) + (\$C / kgU_{fuel} \times kgU_{LEU_{fuel}})}{\$P / kgU_{mkt}} \right)$$

where:

Comp = kgU LEU transferred to Contractor as compensation for billing period.

$\$A/kgU_{metal}$ = unit price per kgU of LEU derived from HEU metal as specified in Section B CLIN 0001 as applicable, paragraph (1).

LEU_{metal} = kgU of LEU derived from HEU metal during the billing period.

$\$B/kgU_{oxide}$ = unit price per kgU of LEU derived from HEU oxide and compounds as specified in Section B CLIN 0001 as applicable, paragraph (2).

LEU_{oxide} = kgU of LEU derived from HEU oxide and compounds during the billing period.

$\$C/kgU_{fuel}$ = unit price per kgU of LEU derived from HEU reactor fuel, sources, and standards as specified in Section B CLIN 0001 as applicable, paragraph (3).

LEU_{fuel} = kgU of LEU derived from HEU reactor fuel, sources, and standards during the billing period.

$\$P/kgU_{mkt}$ = LEU Market Price = Market Value of the Feed Component + Market Value of the SWU Component, as defined in paragraphs C and D above, and using 7.8 SWU and 10.2 KgU of UF₆ to produce 1 KgU of 4.95% LEU at 0.25% tails assay.

G003 CONSIDERATION (APR 2008)

As complete consideration for the CLINs 0002 and 0003 services in Section B, the Contractor may use the Government-owned LEU as working stock provided that a minimum of 40 MT of UF₆ is physically retained in storage in accordance with the Section J attachment entitled, "Holding Agreement."

G004 BILLING INSTRUCTIONS (AUG 2008)

(a) The following instructions are provided for submission of vouchers.

(b) The Contractor shall submit an invoice to the COR with a copy to the CO providing documentation on the type and quantity of material down-blended and a request to transfer title to the specified quantity of Derived LEU that is equivalent to the price of the recovery and down-blending services performed by the Contractor in accordance with the prices stipulated in CLIN 0001. The COR will provide notification of invoice approval to the Contractor with a copy to the CO, within 30 days of receipt of the invoice, until 98% of total Government Furnished HEU has been down-blended, delivered and accepted by the Government. Final payment for CLIN 0001 shall be made when all work under CLIN 0001 has been completed by the Contractor and accepted by the Government.

Contractor invoices for down-blending shall credit the Government's LEU Account by the quantity of LEU derived for the invoicing period less the compensation due to the Contractor, computed in accordance with the clause G002 "Compensation." Upon approval of the invoice the Government shall provide to the Contractor a DOE/NRC Form 741 form for the quantity of Derived LEU transferred to the Contractor as compensation. Any disagreements or discrepancies shall be brought to the attention of the CO for resolution. The CO is the only Government representative that can disapprove an invoice.

The final invoice submitted to the Government for the HEU processing and down-blending work under CLIN 0001 will be adjusted for the value of HEU lost in processing that exceeds the authorized process loss as stipulated in Section J, Attachment 1, paragraph 4.2.4. The actual processing loss will be reported by the Contractor in the "Final Down-blending Report." The value of the HEU lost in processing that exceeds the authorized process loss will be determined using the same methodology used to determine the value of LEU prescribed in paragraphs C and D of Clause G002.

In the event that payments by the Government should exceed total compensation due the Contractor after adjustments are made for charges or credits, the Contractor shall reimburse the Government for any such overcompensation.

(c) At a minimum, each invoice shall include the following:

- (1) Contract Number;
- (2) Contractor Name;
- (3) Date of Invoice;
- (4) Invoice Number;
- (5) Contract Line Item Number (CLIN)
- (6) Quantity and type of HEU processed/down-blended;
- (7) Quality certification report (analytical data) for Derived LEU generated;
- (8) Copies of the market price indices as specified in Clause G002 used to calculate the equivalent quantity of LEU claimed as payment;
- (9) Total amount of LEU claimed as payment;
- (10) Cumulative amount invoiced to date by material type as specified in CLIN 0001;
- (11) Copies of DOE/NRC Forms 741 that document the quantity and transfer of LEU to the Government; and
- (12) Any other information required to support the invoice.

**G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005)
(TAILORED)**

(a) The Contracting Officer's official delegation of authority shall be provided to the Contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a written contractual change.

(b) The COR for this contract/order is/are identified below. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual(s) as the COR and Alternate COR(s):

COR: TBD

and

Alternate COR: TBD

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H000 LIST OF CLAUSES IN SECTION H (AUG 2008)

H001 CLAUSE AND PROVISION NUMBERING

H002 MODIFICATION AUTHORITY

H003 VARIATION IN QUANTITY

H004 TITLE TO SPECIAL NUCLEAR MATERIALS AND RESPONSIBILITY FOR THE DISPOSAL OF RESIDUES

H005 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

H006 ENVIRONMENTAL LIABILITY

H007 CONTRACTOR'S PROGRAM MANAGER

H008 LAWS, REGULATIONS, DIRECTIVES, AND NNSA POLICY

H009 SECURITY REQUIREMENTS

H010 RECOVERY OF SPECIAL NUCLEAR MATERIALS

H011 OBSERVANCE OF NATIONAL HOLIDAYS

H012 SHIPPER/RECEIVER AGREEMENT (SRA)

H013 UMPIRE SAMPLE REQUIREMENTS

H015 RELEASE OF INFORMATION

H016 INDEMNIFICATION

H019 GOVERNMENT-FURNISHED PROPERTY (FIXED PRICE CONTRACTS)

H049 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION

H001 CLAUSE AND PROVISION NUMBERING (FEB 2005)

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

H002 MODIFICATION AUTHORITY (JAN 2007)

Notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,

- (b) waive any requirement of this Contract, or
- (c) modify any term or condition of this Contract.

H003 VARIATION IN QUANTITY (JUL 2008)

In accordance with FAR 52.211-16, "Variation in Quantity," a variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of allowances in manufacturing processes or changes in the HEU material to be delivered in Section J attachment entitled, "HEU Material Summary," and then only to the extent, if any, specified in FAR 52.211-16, paragraph (b).

H004 TITLE TO SPECIAL NUCLEAR MATERIALS AND RESPONSIBILITY FOR THE DISPOSAL OF RESIDUES (JAN 2007)

This provision sets forth the requirements for the title to the Special Nuclear Materials (SNM), responsibilities, and disposal of residues.

(a) Title. The title to the delivered HEU, the Derived LEU (excluding the LEU transferred by the Government to the Contractor as compensation for its services), and the UF₆ converted or exchanged for the Derived LEU shall remain with the Government, except as authorized in the PWS for uranium that is lost in processing or remains in residues that cannot be recovered economically. Uranium lost in processing or that remains in residues that cannot be recovered economically as authorized in the PWS shall be deemed abandoned by the Government and title to such uranium and resulting wastes shall vest in the Contractor.

(b) Disposal of Residues and Waste. The Contractor shall be responsible for the disposal of all of the residues and waste resulting from the performance of this Contract. In effecting such disposal, the Contractor shall ensure that the operator of the disposal site has proper permits and licenses, takes all reasonable precautions, exercises that diligence and care that will ensure the maximum possible protection to the public and to the environment, and accepts all liability for proper disposal.

H005 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS (JAN 2007)

The Contractor shall procure and maintain all of the necessary permits and licenses and abide by all applicable laws, regulations, ordinances, and requirements of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

H006 ENVIRONMENTAL LIABILITY (JAN 2007)

The Contractor shall be solely liable for the payment of all costs associated with the decontamination and decommissioning, and any response actions or corrective actions associated with the Contractor's property (including, but not limited to, existing facilities) used in the performance of this Contract.

H007 CONTRACTOR'S PROGRAM MANAGER (FEB 2005) (TAILORED)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the COR under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

H008 LAWS, REGULATIONS, DIRECTIVES, AND NNSA POLICY (JUL 2008)

The Contractor shall procure all necessary permits and licenses required for work under this Contract and comply with all applicable Federal, State, and local laws, unless relief has been granted in writing by the appropriate regulatory agency. In performing work under this contract, the Contractor shall also comply with the requirements of those DOE Directives or NNSA Policies, or parts thereof, identified in Section J attachment entitled, "List of Applicable DOE Directives." The Contractor acknowledges that the Government may revise the List of Applicable DOE Directives by unilateral modification to this Contract to add, modify, or delete specific requirements. Prior to revising the List of Applicable DOE Directives, the Contracting Officer will notify the Contractor in writing of the Government's intent to revise the list and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract compensation/consideration, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the list and so advise the Contractor not later than 30 days prior to the effective date of the revision of the list. The Contractor and Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including compensation/consideration and schedule, associated with the revision of the list pursuant to FAR clause 52.243-1 "Changes - Fixed Price, Alternate II."

H009 SECURITY REQUIREMENTS (JUL 2008)

All Contractor personnel assigned to perform work on HEU under this contract shall be US Citizens and may not retain dual citizenship status. Contractor personnel with access to Special Nuclear Material or certain information may be required to have a DOE "L" or DOE "Q" clearances in accordance with the Section J attachment entitled, "Contract Security Classification Specification, CSCS." The ability of Contractor foreign national personnel to perform work on LEU under this contract shall be governed by applicable Nuclear Regulatory Commission regulations.

H010 RECOVERY OF SPECIAL NUCLEAR MATERIALS (APR 2008)

The Contractor shall comply with the following conditions associated with Special Nuclear Materials (SNM), subject to this Contract which includes HEU that is provided to the Contractor by the Government and LEU generated by the Contractor and held on behalf of the Government.

(a) If, when this Contract is completed or terminated, the Contractor fails to return any Government owned SNM, the Government shall have the right to enter upon the Contractor's premises to recover or to take possession of the SNM and to charge to the Contractor the Government's full costs associated with such recovery or repossession.

(b) The Contractor shall submit to the COR a copy of the nuclear material transfer documents for each receipt, shipment, and SNM transfer with respect to the SNM material that is subject to this Contract.

(c) The Contractor shall be responsible for the prudent allocation of uranium to appropriate material management accounts specified by the COR on the DOE/NRC-741 transfer documents that are issued for all HEU and LEU delivered, stored for, and/or returned to the Government.

H011 OBSERVANCE OF NATIONAL HOLIDAYS (FEB 2005)

The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day

- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

H012 SHIPPER/RECEIVER AGREEMENT (SRA) (JAN 2007)

The Contractor(s) shall enter into a Shipper/Receiver Agreement (SRA) with the Government and the Government's designated shipping facility Contractor to document the methods used to establish materials control and accountability values for the nuclear materials provided under this contract.

(a) The SRA will be submitted to the appropriate signature authorities for the Contractor, the Government's designated shipping facility Contractor and DOE/NNSA, for approval, prior to initiating shipments. A copy of the SRA will be reviewed by the COR prior to approval. Copies of the approved SRA's will be maintained by the COR and CO.

(b) The SRA shall include the sampling plan, required analysis, and methodology for resolving measurement differences, including the use of umpire samples in accordance with the Section H clause H013 entitled, "Umpire Sample Requirements."

(c) The SRA shall include documentation of requirements for receipt and measurement of the shipping containers and inner or primary containers, and measurement methods for determination of the element and isotope uranium quantity in the nuclear material, including when measurements are taken.

(d) Accountability measurements shall be taken either at recovery processing (dissolution) or upon receipt. When official accountability measurements are taken at recovery processing (dissolution), the accountability measurement reconciliation will include associated process waste products. If official accountability measurements are taken upon receipt, the Government and the Government's designated shipping facility Contractor may request recovery measurements for comparison. The SRA shall also include requirements for retaining samples and resolution of shipper/receiver differences.

H013 UMPIRE SAMPLE REQUIREMENTS (JAN 2007)

The Contractor agrees to comply with the following procedures when umpire samples are required to resolve differences between the Government and the Contractor uranium and U-235 measurement. When a uranium and U-235 measurement difference can not be resolved, the CO shall provide direction and shipping instructions to the Contractor to promptly submit an umpire sample representing the Government furnished uranium or the derived uranium product on which there is an unresolved uranium and U-235 measurement difference to the New Brunswick Laboratory.

The results of the umpire sample analysis will determine the settlement as follows:

(a) The umpire analysis shall be conclusive and binding on both parties for resolution of a disagreement based on the uranium and the U-235 contents of the Government furnished uranium or the uranium product, if such results are within the range bounded by the Contractor result and the Government result.

(b) If the results of the umpire analysis are outside of the range bounded by the Contractor result and the Government result, the parties shall accept the result of the party nearer to the result of the umpire.

(c) Failure to reach agreement under H013 shall be resolved in accordance with FAR clause 52.233-1 "Disputes - Alternate I."

H015 RELEASE OF INFORMATION (FEB 2005) (TAILORED)

(a) The Contractor shall not make public release of any information related to all or any part of this Contract without prior approval of the Contracting Officer.

(b) For the purposes of this clause, "information" includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association and symposia presentation material, published professional papers, etc.

(c) The Contractor shall submit three (3) copies of any information thirty (30) days prior to desired release date for security and policy review/clearance.

(d) The Contractor agrees to flowdown this provision in any teaming arrangement or subcontract entered into as a result of this contract.

H016 INDEMNIFICATION (MAR 2007)

Contractor agrees to indemnify and hold harmless the Government, its employees, agents, and representatives, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits and costs and expenses (including the costs of defense and/or settlement, including, but not limited to, actual attorney's fees), whether vested or contingent, liquidated or unliquidated, which any or all of the above may hereafter at any time suffer, incur, be subject to, be responsible for, or pay as a result of any and all bodily injuries to persons (including death), damage to any property, contamination or other adverse effects on the environment, or any violation or alleged violation of any or all applicable statutes, ordinances, orders, laws, rules, or regulations of any governmental entity or agency, caused by, resulting from, or arising out of (1) any negligent or willful act or omissions by the Contractor, its employees, agents, officers, directors, or subcontractors in connection with this Agreement or (2) the Contractor's unauthorized use, distribution, sales, or alteration of the HEU or LEU identified in this Contract or any components or residue thereof.

H019 GOVERNMENT-FURNISHED PROPERTY (JUN 2007)

In accordance with FAR 52.245-1, "Government Property - Alternate I," the property listed in Section J attachment entitled, "HEU Material Summary" and associated containers, is provided for use in the performance of this contract.

H049 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2007) (TAILORED)

(a) In order to submit periodic updates or to report changes to Foreign Ownership, Control or Influence information as required by DEAR 952.204-2, Security, the Contractor shall use the DOE FOCI electronic submission system located at <https://foci.td.anl.gov/>.

(b) New users, when registering to update information under this contract, should select "NNSA Service Center Procurement/Purchasing" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are not accepted; therefore, signed originals of any documents requiring signatures to include the SF 328, 'Certificate Pertaining to Foreign Interests', executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2007)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
52.204-2	SECURITY REQUIREMENTS (DEVIATION) (MAY 2002)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-2	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997) - ALTERNATE I (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-50	COMBATING TRAFFICKING IN PERSONS (AUG 2007)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995) Para (b), Material Identification No: 'To be filled-in by Offeror'
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-1	BUY AMERICAN ACT--SUPPLIES (JUN 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-14	RIGHTS IN DATA -- GENERAL (DEC 2007) - ALTERNATE I (DEC 2007)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
52.233-1	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.242-2	PRODUCTION PROGRESS REPORTS (APR 1991)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
52.243-7	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.245-1	GOVERNMENT PROPERTY (JUN 2007) - ALTERNATE I (JUN 2007)
52.245-9	USE AND CHARGES (JUN 2007)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-1 DEFINITIONS (DEVIATION) (JUL 2004)

(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.

(c) "Agency head" or "head of agency" means the Secretary, Deputy Secretary, or the Under Secretary and Administrator for National Nuclear Security Administration of the Department of Energy. "Senior Procurement Executive" means, the individuals who are responsible for management direction of the acquisition system of NNSA, including implementation of the unique acquisition policies, regulations,

and standards of NNSA. For NNSA, it is the Administrator for Nuclear Security and the Director, Acquisition and Supply Management.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code ----
----- assigned to contract number -----.

[Contractor to sign and date and insert authorized signer's name and title].

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (TAILORED)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.dol.gov/esa/olms/regs/compliance/posterpg.htm>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

952.204-2 SECURITY (DEVIATION) (MAY 2002)

(a) Responsibility. It is the Contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The Contractor agrees to comply with all security regulations and requirements of DOE as incorporated into the contract.

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of restricted data. The term "Restricted Data" means all data concerning

(1) design, manufacture, or utilization of atomic weapons;

(2) the production of special nuclear material; or

(3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12958 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means:

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Security clearance of personnel. The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as

amended, Executive Order 12958, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12958.)

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

(5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCl situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCl and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCl problem.

952.242-70 TECHNICAL DIRECTION (DEC 2000) (TAILORED)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual PWS.

(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the PWS;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

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

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	8	26 SEP 2008	PERFORMANCE WORK STATEMENT FOR 12.1 MT HIGHLY ENRICHED URANIUM - DOWN- BLENDING SERVICES AND LOW ENRICHED URANIUM INVENTORY
ATTACHMENT 2	3	26 SEP 2008	HOLDING AGREEMENT
ATTACHMENT 3	3	26 SEP 2008	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT 4	14	30 SEP 2008	HEU MATERIAL SUMMARY
ATTACHMENT 5	2	09 JAN 2008	SPECIFICATION FOR LEU DERIVED FROM HEU
ATTACHMENT 6	2	16 OCT 2008	PLANNED HEU DELIVERY SCHEDULE
ATTACHMENT 7	1	01 MAY 2008	LIST OF APPLICABLE DOE DIRECTIVES
ATTACHMENT 8	3	26 SEP 2008	DEFINITIONS
ATTACHMENT 9	3		CSCS FORM

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 325188.

(2) The small business size standard is 1,000 Employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or
Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

B. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 SIGNATURE/CERTIFICATION (FEB 2005)

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the Offeror certifies that the representations and certifications are accurate, current, and complete. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

Typed Name and Title of the Officer or Employee

Responsible for the Offer

Date of Execution

Name of Organization

Street

City, State, Zip Code

Solicitation Number

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

952.204-73 FACILITY CLEARANCE (MAY 2002)
952.219-70 DOE MENTOR-PROTEGE PROGRAM (MAY 2000)
952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single firm fixed price (FFP) type contract arrangement where the Contractor will be compensated for down-blending services by receiving title to a portion of the Derived LEU, and will be compensated for storage by having use of a portion of the stored Derived LEU.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Teresa M. Martinez, United States Department of Energy, NNSA Service Center/OBS/FAD, PO. Box 5400, Albuquerque, NM 87185-5400, (505) 845-4127.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <http://www.arnet.gov/far/>

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

952.233-2 SERVICE OF PROTEST (MAR 2002)

As prescribed in 48 CFR 933.106(a), add the following to the end of the Provision at FAR 52.233-2:

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

L001 SUPPLEMENTAL SOLICITATION DEFINITIONS (FEB 2007)

"Electronic signature" or "signature" means a method of signing an electronic message that-

- (a) Identifies and authenticates a particular person as the source of the electronic message; and
- (b) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware, and software platform, including the associated databases used by NNSA to conduct electronic business.

"Proposal" means the electronic offer submitted in response to this Request for Proposal via IIPS or an authorized alternative in response to this solicitation.

L002 INTERNET SITES (FEB 2007)

Essential Internet sites for preparing and submitting proposals can be found at the urls listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR:

http://management.energy.gov/policy_guidance/procurement_acquisition.htm

DOE Orders and Directives: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide For Contractors: <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>

L003 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (FEB 2007)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L005 RESTRICTION OF CONTACTS (APR 2008)

Concurrent with the release of this RFP, appropriate notification will be given to the NNSA's management chain to advise them that the 12.1 MT Highly Enriched Uranium - Down-blending Services and Low Enriched Uranium Inventory source selection is in progress and that contact by participating Offerors on the subject of this RFP with anyone other than the Contracting Officer or Contract Specialist is inappropriate. With the exception of provisions provided in this solicitation, potential Offerors to this RFP shall not attempt such contact until after award announcements are made by the Contracting Officer.

L007 AMENDMENT OF SOLICITATION PRIOR TO PROPOSAL CLOSING DATE (FEB 2007)

The Government reserves the right to amend the solicitation prior to the closing time for receipt of proposals by issuance of formal amendment(s) (Standard Form 30) to this RFP. If such amendments require material changes, the proposal closing date may be postponed by enough days to enable Offerors to revise their proposals. In such cases, the amendment will include an announcement of the new proposal closing date and time.

L008 QUESTIONS REGARDING THIS SOLICITATION (FEB 2007)

Discussions and/or correspondence relating to this RFP must be submitted via IIPS at: <<http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>>. Please submit questions regarding this RFP in writing by Noon (EASTERN STANDARD TIME) on November 18, 2008. A copy of all questions and their respective answers will be published on the IIPS web site. An amendment to the solicitation will be issued if changes to the RFP are needed as a result of the questions. It may not be possible to respond to questions or comments received after this time. If an Offeror believes that the requirements in these instructions contain an error or omission, the Offeror shall immediately notify the Contracting Officer in writing with supporting rationale.

L009 NUMBER OF AWARDS (FEB 2007)

It is anticipated that there will be one (1) award resulting from this solicitation. However, the Government reserves the right to make multiple awards, or no award, if it is considered to be in the Government's best interest to do so.

L010 SUBMISSION OF COST OR PRICING DATA (JUL 2008)

It is anticipated that pricing of this action will be based on adequate price competition; therefore, Offerors are not required to submit a Certificate of Current Cost or Pricing Data. However, if after receipt of proposals, it is determined that adequate price competition does not exist, cost or pricing data (see FAR 15.406-2, Certificate of Current Cost or Pricing Data) shall be required. The Offeror shall provide current, complete and accurate cost or pricing data within 14 calendar days after receipt of the Contracting Officer's request.

L011 PROPOSAL SUBMISSION ADDRESS, DUE DATES, AND HAND CARRIED OFFERS (OCT 2008)

(a) Proposals must be submitted via the Industry Interactive Procurement System (IIPS) with the exception of Classified and Unclassified Controlled Nuclear Information (UCNI) information (see L011, paragraph (c) below). Proposals must be received through the IIPS web site NO LATER THAN 4:00 PM (EASTERN STANDARD TIME) on December 18, 2008. See FAR 52.215-1(c)(3)(ii) "Instructions to Offerors-Competitive Acquisition," for treatment of late proposals. Submission of electronic proposals via IIPS will constitute submission of signed copies of the required documents. Each proposal must be submitted in accordance with the instructions in the IIPS User Guide, which is available at: <<http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>>. It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) Instructions in the IIPS User Guide. Proposal files are to be formatted in the following applications:

Adobe Acrobat 5.0 (PDF) or higher, Word 2000 or higher, Excel 2000 or higher, or PowerPoint 2000 or higher.

(b) In addition to the submission of the proposal via IIPS, Offerors must also submit Hard Copies of Volume I, II, and III along with a copy on a CD or DVD, with the exception of any classified and UCNI information, at the address listed below POSTMARKED NO LATER THAN December 18, 2008:

Mailing Address:

National Nuclear Security Administration
Service Center/Office of Business Services
Attn: Leticia Potts
P.O. Box 5400
Albuquerque, NM 87185-5400

Overnight Express Address:

National Nuclear Security Administration
Service Center/Office of Business Services
Attn: Leticia Potts
Pennsylvania and H Streets
Albuquerque, NM 87116

Hand Carried Address*:

National Nuclear Security Administration
Service Center/Office of Business Services
Attn: Leticia Potts
Building 20388
Kirtland AFB, NM

* Offers may be hand carried as long as they are received before the closing date established herein. Offerors are cautioned that rigorous security procedures are in place at this Government facility that may result in additional time being required to hand carry documents. The responsibility of delivery of any hand carried documents within the stated due date in this RFP rests completely with the Offeror.

(c) Classified information shall be submitted in accordance with the requirements in DOE Manual 470.4-4 Section A, Classified Matter Protection and Control. UCNI information shall be submitted in accordance with the requirements of DOE Manual 471.1-1, Identification and Protection of Unclassified Controlled Nuclear Information Manual, Chapter II. The Offeror shall adhere to the marking, transmission, and creation requirements of the DOE Manuals. Offerors must submit Hard Copies only of Classified and UCNI information at the address listed below POSTMARKED NO LATER THAN December 18, 2008:

Classified Mailing Address:

CLASSIFIED OUTER LABEL
National Nuclear Security Administration
Service Center
P. O. Box 5400
Attn: Leticia Potts
Albuquerque, NM 87185-5400

CLASSIFIED INNER LABEL
Same as above

UCNI Mailing Address (packaged in a single, opaque envelope or wrapping and marked as UCNI):

National Nuclear Security Administration
Service Center/Office of Business Services
Attn: Leticia Potts
P.O. Box 5400
Albuquerque, NM 87185-5400

Classified Overnight Mailing Address:

CLASSIFIED INNER LABEL
National Nuclear Security Administration
Service Center
Pennsylvania & H Streets
Attn: Mail Center
Albuquerque, NM 87116

CLASSIFIED OUTER LABEL
National Nuclear Security Administration
Service Center
Pennsylvania & H Streets
Attn: Leticia Potts
Albuquerque, NM 87116

UCNI Overnight Mailing Address (packaged in a single, opaque envelope or wrapping and marked as UCNI):

National Nuclear Security Administration
Service Center/Office of Business Services
Attn: Leticia Potts
Pennsylvania and H Streets
Albuquerque, NM 87116

Classified Hand Carried Address**

CLASSIFIED INNER LABEL
National Nuclear Security Administration
Service Center
Pennsylvania & H Streets
Attn: Mail Center
Albuquerque, NM 87116

CLASSIFIED OUTER LABEL
National Nuclear Security Administration
Service Center
Pennsylvania & H Streets
Attn: Leticia Potts
Albuquerque, NM 87116

UCNI Hand Carried Address (packaged in a single, opaque envelope or wrapping and marked as UCNI):

National Nuclear Security Administration
Service Center/Office of Business Services
Attn: Leticia Potts

Building 20388
Kirtland AFB, NM 87116

**To hand carry classified information, the Offeror will need to report to the NNSA Service Center North Guard Main Entry, Building 20380. The Offeror will then need to request an authorized representative from the Mail Center to accept the classified information. Offerors are cautioned that rigorous security procedures are in place at this Government facility that may result in additional time being required to hand carry documents. The responsibility of delivery of any hand carried documents within the stated due date in this RFP rests completely with the Offeror.

(d) The electronic proposal submitted through IIPS, along with any Hard Copies of classified or UCNI information submitted, will be considered to be the proposal that is binding on the Offeror. Any discrepancies between the electronic proposal submitted through IIPS and Hard Copies of non-classified and non-UCNI information will be resolved in favor of the version submitted through IIPS.

L012 ALTERNATE PROPOSALS (FEB 2007)

Alternate proposals are not desired by the Government. Any exceptions or deviations to the terms delineated in the solicitation may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions contained in the RFP, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation

L014 INTENT TO AWARD WITHOUT DISCUSSIONS (JUL 2008)

As set forth in Section L, Clause FAR 52.215-1(f)(4), the Government intends to make an award without discussions. The Government may make a final determination as to whether the Offeror's proposal is acceptable or unacceptable solely on the basis of the initial proposal as submitted. Accordingly, Offerors are advised to submit an initial proposal that is fully and clearly acceptable without the need for additional information or explanation and which contains the Offeror's best terms from a management, technical, past performance and price standpoint. The Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary.

L024 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (OCT 2008)

(a) The Offeror shall submit FOCI information in accordance with the Section L Provision entitled, DEAR 952.204-73, Facility Clearance, using the Department of Energy (DOE) Electronic FOCI (eFOCI) submission system located at <https://foci.td.anl.gov/>.

(b) New users to the eFOCI system will request initial access to the eFOCI system prior to submitting the FOCI information for this solicitation. Offerors should select 'NNSA Service Center Procurement/Purchasing' as the FOCI Office that will review the FOCI Submission. Offerors are encouraged to transmit FOCI information by the deadline for proposal submission. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or fociserver@anl.gov.

(c) Electronic signatures are not accepted; therefore, signed originals of any documents requiring signatures to include the SF 328, 'Certificate Pertaining to Foreign Interests', executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer. The SF 328 is required for first time submissions, 5 year updates or any time there are changes to the SF 328.

(d) Department of Defense (DOD) assigned commercial and government entity (CAGE) code that can verify an active facility clearance/positive FOCI determination exists with DOD is acceptable in lieu of the SF 328.

(e) If the company has an active DOE facility clearance and is in compliant with regulations, a resubmission is not required. However, companies are required to submit annual certifications and when applicable, submit significant changes. Guidance and instructions is available on the eFOCI website.

L025 PROPOSAL PREPARATION INSTRUCTIONS: GENERAL (OCT 2008)

(a) GENERAL INFORMATION

(1) Proposal Preparation Instructions, General. These general proposal preparation instructions provide general submission requirements and prescribe the format of proposal documents. More specific information pertaining to the content of the proposals is identified and described in subsequent Section L provisions.

(2) The proposal must include the information and follow the prescribed format in the subparagraphs below and contain the specific content identified in the Section L provisions. Failure to follow procedures and provide any of the documents or information may be considered a material omission and may adversely affect an Offeror's evaluation. A proposal that is sufficiently documented to support performance/price in a complete, orderly, and detailed manner will enable the Government to expedite the completion of a thorough and fair evaluation.

(3) Offerors shall notify the Contracting Officer (CO) no later than November 18, 2008, if submission of classified or UCNI information is necessary to fully address the proposal requirements of the RFP. The Offeror shall identify to the CO the classification level of the classified information being submitted (Top Secret, Secret, or Confidential) and the category of the classified information (Restricted Data, Formerly Restricted Data, or National Security Information). Classified and UCNI information shall be submitted in accordance with L011.

(4) Information Provided. The Government will evaluate on the basis of information provided therein. The Government will not assume that an Offeror possesses any capacity unless such a capacity is established in the proposal.

(b) PROPOSAL FORMAT

(1) Proposals, including any from subcontractors, affiliates and all teaming or other Contractor arrangements, must conform to this solicitations regarding preparation of offers. Failure to comply with the proposal format set forth in this solicitation may result in the elimination of the Offeror or material not being evaluated. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number.

(2) The proposal shall consist of three volumes. Each Offeror's proposal shall be organized as stated in the table below. Information required for proposal evaluation that is not found in its designated volume or tab may not be evaluated and may result in an unfavorable evaluation. In addition to the number of hard copies to be provided, as stated below, the Offeror shall submit a CD or DVD of the entire proposal as described in Section L011, (b) above. Page limitations if any, for each volume are specified below.

VOLUME #	TITLE	# OF PAPER COPIES	PAGE LIMIT
Volume I	Offer & Other Documents	3	No page limit
Volume II	Technical & Past Performance Information	5	30*

Volume III Cost Proposal

3

No page limit

* Volume II Page Count does not include the information provided in Tabs 1 and 3; there are no page limits for Tabs 1 and 3.

(3) Each volume designated above, must also be submitted individually according to the instructions detailed in the "IIPS User Guide" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. See L011 for further information.

(4) Table of Contents. The Offeror shall have a table of contents in each proposal volume that identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.

(5) Glossary. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(6) Page Description: Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The name of the Offeror, solicitation number, date, page number and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that described in paragraph (7) below can be used for information within the margins, however, other text reductions are unacceptable.

(7) Text: The text, including spreadsheet, charts, tables, diagrams or design drawings graphs, tables and spreadsheets throughout the proposal, shall be 12 point (or larger), single-spaced, with Times New Roman preferred, but Courier, Geneva, Arial or Universal font type is allowable. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions," paragraph (9) below. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(8) Information in Volume II will only be read and evaluated up to the page limitation specified for each evaluation criterion. Page counting will begin with the first page and continue up to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference (including any information from Volume I, II, or III) as a means to circumvent the page limitation.

(9) Page Count Exceptions. Table of Contents, Title Pages and Glossary will not be counted towards the page limitation.

(10) Binding: Hard copies of proposal shall be separately bound in loose-leaf, three-ring binders. The number of copies for each volume is specified in L025 Paragraph (b) (2) above. Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's name, volume number, RFP number, and copy number (e.g. copy 2 of 5). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.

(11) Restrictions on Disclosure and Use of Data. The Offeror's attention is directed to FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition," in regards to the appropriate manner of marking proposals that include information in which disclosure to the public is not desired nor use by the Government except for evaluation purposes.

(12) All copies of the proposals shall become the property of the Government. The original copies shall be maintained in the official contract file and the extra copies will be destroyed using the appropriate methods to protect the Offerors' competition sensitive information.

**L026 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I--OFFER AND OTHER DOCUMENTS
(APR 2008)**

(a) General. Volume I, Offer and Other Documents, shall contain a Proposal Cover Sheet and Tabs 1 through 6. Organize Volume I as detailed below.

(b) Content.

(1) Proposal Cover Sheet: The proposal cover sheet is required by FAR 52.215-1(c)(2) entitled, "Instructions to Offerors-Competitive Acquisition," which has been included by reference in this Section L. The proposal cover sheet shall be prepared on the company's letterhead. The proposal cover sheet shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other information. At a minimum, provide the following information in the Proposal Cover Sheet:

(i) Solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) DUNS, CAGE, and tax identification numbers (TINs) of the Offeror;

(iv) A statement specifying the extent of agreement with all terms and conditions, and provisions included in the solicitation;

(v) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;

(vi) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and

(vii) Acknowledge that your company's data at the Central Contractor Registration website is current per FAR Clause 52.204-7, Central Contractor Registration.

(2) TAB -1: Tab 1 shall contain the Standard Form (SF) 33--Solicitation, Offer and Award, Section B, Section F, and Section I

(i) Executed copies of these documents should be secured within a document protector and not "hole-punched." The Offeror shall complete Blocks 13 through 18 of the SF 33 and duly executed with an original signature by an official authorized to bind the company in accordance with instructions at FAR 4.102, Contractor's signature. Enter your proposed price for this acquisition on Part I, Section B - "The Schedule - Supplies or Services and Prices/Costs" ensuring that all Contract Line Item Numbers (CLINs) have been filled-in as to price;

(ii) Offerors are instructed to fill-in Part I, Section F - "The Schedule - Deliveries or Performance," Contract Clause "F002 Principal Place of Performance." The Offeror shall provide confirmation that it can meet the required performance periods in Section F of the contract or if it proposes to accomplish the work sooner than the Government's required performance period, provide its proposed schedule for CLIN 0001. Note, a proposed performance schedule shorter than the Government's required schedule will not be evaluated as more favorable for an Offeror;

(iii) Offerors are instructed to fill-in Part II, Section I - "Contract Clauses," FAR Clauses 52.219-28 and 52.223-3; and

(iv) By signing and submitting the SF 33, the Offeror commits to accept the resulting contract as written. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation may make the offer unacceptable for award without discussions.

(3) TAB - 2: Tab 2 shall contain information pertaining to Section K, Representations, Certifications, and Other Statements of Offerors as follows:

Completed Section K, Representations, Certifications, and Other Statements of Offerors. Also include a copy of the information submitted in the Online Representations and Certifications Application (ORCA) - see <https://orca.bpn.gov>. Each member of a "contractor team arrangement," including subcontractors, if proposed, must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors.

(4) TAB - 3: Tab 3 shall contain information regarding the Offeror's organizational type, if applicable, as follows:

(i) Corporate, Partnership, Joint-Venture Certificate, found at Section L attachment entitled, "Corporate, Partnership, Joint Venture Certificates;"

(ii) Joint-Venture Agreement or Operating Agreement that delineates the relationship between the firms, identifies authorities to bind the firm and signed by the parties, and the anticipated roles and responsibilities in satisfying the requirements in the PWS and Holding Agreement; and

(iii) Provide a narrative or an organizational chart for the team that shows the management and administrative lines of authority and responsibilities between all corporate entities that comprise the Offeror's "contractor team arrangement" and the Government.

(5) TAB - 4: Tab 4 shall contain information pertaining to any exceptions taken to the terms or conditions as follows:

The Offeror shall provide a list of, and the basis for, any exceptions taken to the terms or conditions within this solicitation/contract or a statement that the Government's proposed terms and conditions contained in this solicitation/contract are acceptable. Indicate any clauses not applicable to the Offeror and the reason for exemption. Offerors are reminded that this is a competitive acquisition and any proposed exceptions or deviations to the requirements as stated in this solicitation may be cause for the Government to make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

(6) TAB - 5: Tab 5 shall contain the following "Additional Information:"

(i) Company/Division Address, Identifying Codes, and Applicable Designations. The Offeror shall provide company/division's street address, county and facility code; CAGE code; DUNS code; size of business for the applicable NAICS code (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other location(s);

(ii) Vietnam Era Veterans' Readjustment Assistance Act of 1972 (VETS 100). The Offeror shall provide evidence supporting that the Offeror is VETS 100 compliant (See web site www.vets100.com);

(iii) Contract Security Classification Specification (reference Section J attachment entitled, "CSCS Form"). Offerors who have either a Department of Defense or a Department of Energy Facility Clearance shall provide a Facility Clearance code for themselves and all proposed team members/subcontractors; and

(iv) Foreign Ownership, Control or Influence (FOCI) Information. The Offeror shall submit signed originals of any documents requiring signatures to include the Standard Form 328, "Certificate Pertaining to Foreign Interests" and one hard copy of its complete FOCI package. Executed originals of signed documents should be secured within a document protector and not "hole -punched." See L024 for further information.

L027 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II--TECHNICAL AND PAST PERFORMANCE INFORMATION (OCT 2008)

(a) General. Volume II, Technical and Past Performance Information, shall contain all information and material submitted in accordance with the following instructions, which will be evaluated under the Criteria listed in Section M, "Evaluation Criteria."

(b) Content.

(1) TAB - 1: Criterion 1, NRC License(s) and/or Applicable Certificate(s).

The Offeror or, as may be applicable, its team members or subcontractors, must hold a current NRC approved/issued license(s) or certificate(s) with appropriate conditions, which authorizes the licensee or certificate holder to receive, acquire, possess, and transfer Category 1 quantities of HEU and sufficient quantities of LEU to perform the requirements of the PWS and Holding Agreement within the United States. Each team member/subcontractors is not required to possess a current license or certificate to receive, acquire, possess, and transfer both the Category 1 quantities of HEU and the LEU, but the Offeror, or, as may applicable its teaming members or subcontractors must possess the appropriate and applicable current license(s) or certificate(s) which authorizes each entity to perform its particular portion of the PWS. The Offeror shall submit a copy of its current approved/issued NRC license(s) or certificate(s) with appropriate conditions that demonstrate its ability to receive, acquire, possess, and transfer Category 1 quantities of HEU and sufficient quantities of LEU to perform the requirements of the PWS and Holding Agreement within the United States. If the Offeror proposes to store any portion of the Remainder LEU outside the United States, pursuant to Article II of the Section J attachment entitled, "Holding Agreement," the Offeror must also then provide a copy of its applicable currently approved/issued nuclear regulatory license(s) or certificate(s) with appropriate conditions, which authorizes the Offeror to receive, acquire, possess, and transfer LEU in the jurisdiction where the proposed storage facility is located.

(2) TAB - 2: Criterion 2, Technical Capacity: The Offeror shall provide the following information to demonstrate that it has or will have active and ready storage, processing, down-blending, packaging, shipping and capacity sufficient to meet the requirements of the PWS and Holding Agreement:

(i) Discuss the available capacity and available infrastructure to support the requirements of the PWS and Holding Agreement. Identify the need for any license or certificate amendments that might be required and the process and schedule required to receive those amendments;

(ii) Identify the location(s) and the need for any additional equipment, facilities, and capabilities necessary to receive, handle, store, process, package and prepare for shipment the HEU and LEU in order to accomplish the requirements in the PWS and Holding Agreement. Explain how the location(s) would be used in the performance of this contract. Indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location. Provide a narrative and a graphical description of the facility or areas of the facility that will be utilized for the down-blending activities;

(iii) Describe the Offeror's ability to meet the Government's schedule in accordance with the Section J attachment entitled, "Planned HEU Delivery Schedule" and Section F, paragraph F001, entitled, "Period of Performance" for receiving, processing, and down-blending HEU by providing a narrative description of existing corporate contracts and/or commitments that require HEU receiving, processing, and down-blending services, for the duration of the HEU processing schedule identified in the PWS. The narrative must identify the scope and schedule of the concurrent HEU workload, total

throughput and available capacity for HEU receiving, processing and down-blending, and describe how existing corporate commitments, along with the HEU requirements included in this PWS, will be met. Describe how concurrent workloads will impact the Offeror's ability to accept shipments and process HEU in accordance with the Section J attachment entitled, "Planned HEU Delivery Schedule;"

(iv) Discuss the Offeror's capacity to continue to meet the Unobligated Derived LEU schedule requirements in accordance with the Section J attachment entitled, "Planned HEU Delivery Schedule," Section F, paragraph F001, entitled, "Period of Performance," and the UF₆ schedule requirements in accordance with Article IV, "Quantity and Schedule" of the Holding Agreement; and

(v) Identify any technical risks associated with performance of this solicitation, their impacts, and the Offeror's plan to mitigate the risks.

(3) TAB - 3: Criterion 3, Past Performance

The Offeror shall submit past performance information as requested herein. "Offeror" includes, in the case of a "contractor team arrangement" (as defined in FAR 9.601) all of the members of the Offeror's team including subcontractors that will perform major or critical aspects of the PWS and Holding Agreement.

The Offeror shall submit a completed Past Performance Information Form (see Section L attachment entitled, "Past Performance Information Form") for no more than three contracts performed by the prime Contractor, major subcontractors, or for each proposed team member, as applicable) for relevant contracts performed during the past three years and for on-going contracts for work similar in type, scope, and complexity to that contemplated under the PWS and Holding Agreement where the Offeror was the responsible performing entity. For each of the contracts listed, the Offeror shall describe in the Past Performance Information Form why the work cited is relevant to the work to be performed under the PWS and Holding Agreement. Contracts listed may include federal, state, and local Government and commercial customers.

The Offeror shall provide the Past Performance Questionnaire (see Section L Attachment entitled "Past Performance Questionnaire") to each technical and contracting point of contact listed in Blocks 9a and 9b of the "Past Performance Information Form." These points of contact shall return the completed Past Performance Questionnaires directly to the NNSA Contract Specialist listed in Block 7 of this solicitation's SF 33 or by facsimile at (505) 284-7591. This information should be submitted prior to the date for receipt of proposals. Receipt of the questionnaires by NNSA is not subject to the provisions of the Section L FAR clause 52.215-1 entitled "Instructions to Offerors-Competitive Acquisition" related to late proposals. The Offeror shall be responsible for assuring, to the extent possible, that the completed Past Performance Questionnaires are returned to the Contract Specialist. Offerors are advised that past performance information received more than 5 days after the closing date of this solicitation may not be considered in the evaluation process. At Tab 4, provide a list identifying the contracts and the names, titles, and phone numbers of the respective points of contact that the questionnaires were provided to. For each contract listed: identify the Offeror, or teaming partner/subcontractor for whom the questionnaire is being submitted for.

L028 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (OCT 2008)

(a) Overview: The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, information other than cost or pricing data is required to evaluate competing approaches. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 applies, the Offeror shall provide current, complete and accurate cost or pricing data within 14 days after receipt of the Contracting Officer's request.

(b) Submission Format: The cost proposal consists of your proposed fixed price to perform the required effort as set forth in the solicitation and must be prepared in a manner that is current, accurate,

and complete. In accordance with FAR 15.403-5(b)(2), prepare the cost proposal submission using the format specified in the following instructions. Deviation from the prescribed format is permitted to accommodate the Offeror's system; however, the Offeror's proposal must adequately address each proposed price component per these instructions.

(c) Component Pricing: Offerors shall detail the allocation for the overall proposed CLIN prices, as proposed in Section B, which sums to the proposed CLIN pricing. Please note that the "Storage" allocation may be negative where an Offeror values the use of the Government-owned LEU as working stock more than the costs associated with storage. The Offeror shall provide component pricing information using the illustrative Component Pricing Microsoft EXCEL Sample provided in Attachment L-4 or equivalent.

L029 LIST OF SECTION L ATTACHMENTS (OCT 2008)

ATTACHMENT	TITLE
L-1	Corporate, Partnership, Joint Venture Certificates
L-2	Past Performance Information Form
L-3	Past Performance Questionnaire
L-4	Component Pricing Microsoft EXCEL Sample

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

M001 EVALUATION OF PROPOSALS (SEP 2008) (TAILORED)

(a) Using the procedures established in FAR 15.3 and Department of Energy Acquisition Regulation (DEAR) Part 915, the award of a contract as a result of this solicitation will be based on an integrated assessment of each Offeror's proposal against the evaluation criteria in M003 below. In addition, for a proposal to result in a contract award, the proposal must also meet all the RFP requirements, including those identified as criteria, as well as being determined to be a responsible Offeror pursuant to FAR 9.104-1.

(b) The Offeror must furnish adequate and specific information in its response. Simply repeating the PWS or the Holding Agreement requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

(c) A proposal will be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reasons that the proposal will not be considered for further evaluation under this solicitation.

(d) For the purpose of evaluating information in an Offeror's proposal, the Government will consider information on all of those companies comprising the Offeror's "contractor team arrangement" (as defined in FAR 9.601) that will perform major or critical aspects of the PWS and Holding Agreement as well as on the single legal entity submitting the offer. The Government may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

(e) As discussed in the Section L, Provision L014, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If it is determined that discussions are necessary a determination of competitive range will be made pursuant to 15.306(c).

(f) Exceptions or deviations to any terms and conditions of the solicitation will not render the proposal unacceptable; however, any exceptions or deviations to the terms of the solicitation may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

(g) An overall rating of unsatisfactory in one evaluation criterion may result in elimination of the proposal from further consideration regardless of the rating of the other criteria or subcriteria. An overall criterion rating of unsatisfactory may result from one subcriterion within a criterion being rated unsatisfactory, or from more than one subcriterion within a criterion being rated marginal.

M002 BASIS OF CONTRACT AWARD (FEB 2005) (TAILORED)

(a) The Government intends to award one contract to the responsible Offeror whose proposal is responsive and is determined to be the best value to the Government. Selection of best value to the Government will be by use of the trade-off process described in FAR Part 15. This process permits

tradeoffs between cost/price and technical evaluation criteria and allows the Government to accept other than the lowest price offered. Pursuant to FAR 9.104-2, Special Standards of Responsibility, the Offeror must be able to meet Evaluation Criterion 1. If an Offeror fails to satisfy the minimum requirements of Evaluation Criterion 1, the Offeror may be considered "non-responsible" and eliminated from further consideration. However, determinations of non-responsibility regarding small businesses will be handled pursuant to FAR 19.602-1(a).

(b) Selection of the best value to the Government will be achieved through a process of evaluating and assessing the strengths and weaknesses of each Offeror's proposal against the evaluation criteria described below. In determining the best value to the Government, Criterion 2 - Technical Capacity is significantly more important than Criterion 3 - Past Performance.

(c) In accordance with FAR 15.304(e), Evaluation Criteria 2 and 3, when combined, are significantly more important than price; however, price will contribute substantially to the selection decision. The Government is more concerned with obtaining a superior technical proposal (the two criteria) than making an award at the lowest evaluated total price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror over another. Thus, to the extent Offerors' evaluated Technical Capacity and Past Performance are close or similar in merit, the evaluated price is more likely to be a determining factor.

M003 EVALUATION CRITERIA (OCT 2008)

The Offeror's proposal will be evaluated against the evaluation criteria as they relate to the requirements of the solicitation.

Special Standard of Responsibility Criterion

(a) Evaluation Criterion 1 - NRC License(s) and/or Applicable Certificate(s): The Government will determine whether the Offeror, or as may be applicable, its team members or subcontractors, holds a current NRC approved/issued license(s) or certificate(s) with appropriate conditions, which authorizes the licensee or certificate holder to receive, acquire, possess, and transfer Category 1 quantities of HEU and sufficient quantities of LEU to perform the requirements of the PWS and Holding Agreement within the United States. Each team member/subcontractor is not required to possess a current license or certificate to receive, acquire, possess, and transfer the Category 1 quantities of HEU and sufficient quantities of LEU within the United States, but the Offeror, or, as may be applicable, its teaming members or subcontractors will be evaluated to determine whether it possesses the appropriate and applicable current license(s) or certificate(s) that authorizes each entity to perform its particular portion of the PWS. If the Offeror proposes to store any portion of the Remainder LEU outside the United States, pursuant to Article II of the Section J attachment entitled, "Holding Agreement," the Government will also determine whether the Offeror holds the applicable nuclear regulatory license(s) or certificate(s) with appropriate conditions, which authorizes the Offeror to receive, acquire, possess, and transfer LEU in the jurisdiction where the storage will be provided. The Offeror may be found responsible only if the Offeror demonstrates it possesses an NRC license(s) and if applicable, comparable nuclear regulatory license(s) or certification(s) from the applicable and relevant regulatory authority or governing body if any portion of the Remainder LEU storage is proposed to be outside the United States, consistent with the requirements above.

Best Value Criteria

(b) Evaluation Criterion 2 - Technical Capacity: The Government will evaluate and assess whether the Offeror has or will have active and ready storage, processing, down-blending, packaging, shipping capabilities and capacity sufficient to meet the requirements of the PWS and Holding Agreement. This will include consideration of:

(i) The Offeror's available capacity and available infrastructure; the need for any additional licenses or certificate amendments; and any schedule for receiving those amendments.

(ii) The location(s) and the need for additional equipment, facilities and capabilities necessary to receive, handle, store, process, package and prepare for shipment the HEU and LEU contemplated by this solicitation; how the location(s) to accomplish the PWS and Holding Agreement and proposed new locations would be used in the performance of this contract; and the facility or areas of the facility that will be utilized for the down-blending activities.

(iii) The extent to which the Offeror can meet the Government's schedule as defined in the PWS for receiving, processing, and down-blending HEU. This will include consideration of existing corporate contracts and/or commitments that require HEU receiving, processing, and down-blending services for the duration of the HEU processing schedule identified in the PWS; the scope and schedule of the concurrent HEU workload; total throughput and available capacity for HEU receiving, processing and down-blending; how existing corporate commitments, along with the HEU requirements included in this PWS, will be met; and how concurrent workloads will impact the Offeror's ability to accept shipments and process HEU in accordance with the schedule identified in the PWS.

(iv) The Offeror's capacity to meet the Unobligated Derived LEU schedule requirements in accordance with the Section J attachment entitled, "Planned HEU Delivery Schedule" and Section F, paragraph F001, entitled, "Period of Performance," and UF₆ schedule requirements in accordance with Article IV, "Quantity and Schedule," of the Holding Agreement.

(v) Any technical risks associated with performance of this solicitation, their impacts, and the Offeror's plan to mitigate the risks.

(c) Evaluation Criterion 3 - Past Performance. The Government will evaluate the quality of the Offeror's relevant past performance to determine the degree to which the past performance demonstrates the Offeror's ability to successfully perform the requirements of the PWS and Holding Agreement. If the Offeror does not have a record of relevant past performance information on contracts similar to the PWS and Holding Agreement, or past performance information is otherwise not available, the Offeror will not be evaluated favorably or unfavorably on past performance. "Offeror" includes, in the case of a "contractor team arrangement" (as defined in FAR 9.601) all of the members of the Offeror's team including subcontractors that will perform major or critical aspects of the PWS and Holding Agreement.

(d) Price Evaluation. Price is not scored/weighted but will be evaluated as shown below. The price evaluation will be based upon a comparison of the current market value on the solicitation closing date of the Offeror's proposed number of derived KgU LEU less the total proposed price for down-blending services. The current market value is defined as the arithmetic average of the indices cited in the Compensation Clause (G002) and based on the most recent, published indices for the month preceding the solicitation closing date. For award purposes, the total evaluated proposed price shall be the summation of the extended market prices and proposed prices for Section B CLIN 0001 and determined as follows:

(1) HEU Metal (Alloyed and Unalloyed at 9,002 KgU which includes 7,516 Kg U²³⁵ is priced at (A) \$_____ per KgU of Derived LEU (inclusive of Unobligated Diluent cost) multiplied by the Contractor's proposed number of KgU LEU derived from metal (insert Kgs) _____ for a total extended price of \$_____;

(2) HEU Oxide and Compounds at 3,099 KgU which includes 2,158 Kg U²³⁵ is priced at (B) \$_____ per KgU of Derived LEU (inclusive of Unobligated Diluent cost) multiplied by the Contractor's proposed number of KgU LEU derived from oxide and compounds (insert Kgs) _____ for a total extended price of \$_____;

(3) HEU Reactor Fuel, Sources and Standards at 48 KgU which includes 38 Kg U²³⁵ is priced at

(C) \$ _____ per KgU of Derived LEU (inclusive of Unobligated Diluent cost) multiplied by the Contractor's proposed number of KgU LEU derived from reactor fuel, sources, and standards (insert Kgs) _____ for a total extended price of \$ _____

(4) Total for extended price of items (1) through (3) above: \$ _____