



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

04-PRO-0005

OCT 0 6 2003

Mr. M. C. Hughes, President
Bechtel Hanford, Inc.
3350 George Washington Way
Richland, Washington 99352

Dear Mr. Hughes:

CONTRACT NO. DE-AC06-93RL12367 - CONTRACT MODIFICATION A202

Enclosed for your files is one fully executed copy of the subject contract modification. The modification extends the contract performance period through March 1, 2004, which responds to S. L. Feaster's letter dated September 17, 2003, regarding potential liabilities. If you have any questions, please contact me on (509) 376-8853.

Sincerely,


Richard O. Puthoff
Contracting Officer

PRO:ROP

Enclosure

cc w/encl:
S. L. Feaster, BHI

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 14
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2. AMENDMENT/MODIFICATION NO. A202	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 04RL12367.001 <i>POF</i>	5. PROJECT NO. (if applicable)
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6. ISSUED BY U.S. DEPARTMENT OF ENERGY RICHLAND OPERATIONS OFFICE P.O. BOX 550, MSIN A7-80 RICHLAND, WA 99352	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
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Bechtel Hanford, Inc. 3350 George Washington Way Richland, WA 99352	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-93RL12367
		10B. DATED (SEE ITEM 13) 01/15/93

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the contracting parties.
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to add an additional period of optional performance from November 2, 2003 through May 1, 2004 and extend the contract period of performance to March 1, 2004. This modification also revises Section J, Attachment 2 by deleting DOE M 232.1-1A and HFID 232.1B and adding CRD M232.1-2 and its supplement, Rev. 0. The effective date for implementation of the Section J revisions is November 2, 2003.

Replacement pages B-i, B-1 through B-9, F-1, I-17 and J-ATT2.4-1 are attached.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael C. Hughes	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard O. Puthoff
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 10/1/03
16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/1/03

PART 1 - SECTION B
SUPPLIES OR SERVICES AND PRICE/COSTS

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PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SERVICES BEING ACQUIRED

The Contractor shall be responsible for planning, managing, performing, integrating, and executing the Environmental Restoration Program at the Hanford Site and the Hanford Federal Facility Agreement (HFFA) and Consent Order, herein referred to as the Tri-Party Agreement (TPA). These programs, projects, and activities include, but are not limited to, characterization and remediation of past practice waste sites, technology development, application of innovative remediation technologies, N-Reactor deactivation, and decontamination and decommissioning activities. The Contractor shall furnish all necessary personnel, materials, supplies, services (except as may be expressly set forth in this contract as furnished by the Government), reports in accordance with the Reporting Requirements Checklist located in Section F, or as directed by the Contracting Officer, and otherwise do all things necessary for, or incidental to, the performance of the items of work specified in Section C.

B-2 ESTIMATED COST

a.	Total estimated cost for the phase-in period (February 22, 1994 - June 30, 1994):	<u>\$ 7,650,536</u>
b.	Estimated cost for the contract base period (July 1, 1994 - June 30, 1999):	\$ 668,006,299
	Fee ceiling for contract base period (July 1, 1994 - June 30, 1999):	\$ 66,249,778
	Total estimated cost and fee for the contract base period (July 1, 1994 - June 30, 1999):	<u>\$ 734,256,077</u>
c.	Estimated cost for the four-year option period (July 1, 1999 - June 30, 2003):	\$ 576,652,564
	Fee ceiling for the four-year option period (July 1, 1999 - June 30, 2003):	\$ 46,652,436
	Total estimated cost and fee for the four-year option period (July 1, 1999 - June 30, 2003):	<u>\$ 623,305,000</u>

- d. Estimated cost for the first four months of optional performance pursuant to Clause I-52, Option to Extend Services (July 1, 2003 – November 1, 2003): \$ 35,678,346
- Fee Ceiling for the first four months of optional performance pursuant to Clause I-52, Option to Extend Services (July 1, 2003 – November 1, 2003): \$ 3,321,654
- Total estimated cost and fee for the first four months of optional performance pursuant to Clause I-52, Option to Extend Services (July 1, 2003 – November 1, 2003): \$ 39,000,000
- e. Estimated cost for the six-month option period (November 2, 2003 - May 1, 2004): \$ 54,889,763
- Fee ceiling for the six-month option period (November 2, 2003 - May 1, 2004): \$ 5,110,237
- Total estimated cost and fee for the six-month option period (November 2, 2003 - May 1, 2004): \$ 60,000,000
- d. Cumulative (phase-in period, base period, four-year option period, four-month Option to Extend Services period, six-month option period) total estimated cost and fee: \$ 1,464,211,613
- e. Table B-1 contains the estimated funding, costs, and fee for base and option periods of the contract. These estimates are subject to change in accordance with clause B-5 paragraphs d and e.

Table B-1. Estimated Funding, Costs, and Fee.

Period of Performance	Projected Funding	Costs	Fee Pool
Phase-In Period			
Feb. 22, 1994 - June 30, 1994	\$7,650,536	\$7,650,536	\$0
Base Period			
July 1, 1994 – Sept. 30, 1994	\$57,965,466	\$54,068,526	\$3,896,940
Oct. 1, 1994 – Sept. 30, 1995	\$163,703,523	\$151,703,523	\$12,000,000
Oct. 1, 1995 – Sept. 30, 1996	\$144,094,318	\$126,094,318	\$18,000,000
Oct. 1, 1996 – Sept. 30, 1997	\$134,940,770	\$120,940,770	\$14,000,000
Oct. 1, 1997 – Sept. 30, 1998	\$132,302,000	\$121,752,000	\$10,550,000
Oct. 1, 1998 – June 30, 1999	\$101,250,000	\$93,447,162	\$ 7,802,838
Total Base Period	\$734,256,077	\$668,006,299	\$66,249,778
Option Periods			
July 1, 1999 – Sept. 30, 1999	\$ 33,750,000	\$31,149,054	\$ 2,600,946
Oct. 1, 1999 – Sept. 30, 2000	\$151,000,000	\$139,814,815	\$11,185,185
Oct. 1, 2000 – Sept. 30, 2001	\$177,000,000	\$163,888,889	\$13,111,111
Oct. 1, 2001 – June 30, 2002	\$134,250,000	\$124,305,556	\$9,944,444
July 1, 2002 - June 30, 2003	\$127,305,000	\$117,494,250	\$9,810,750
*July 1, 2003 – Nov. 1, 2003	\$ 39,000,000	35,678,346	\$3,321,654
Nov. 2, 2003 – May 1, 2004	\$ 60,000,000	\$ 54,889,763	\$5,110,237
Total Option Periods	\$722,305,000	\$667,220,673	\$55,084,327
Total Contract	\$1,464,211,613	\$1,342,877,508	\$121,334,105

* This interval was awarded and performed pursuant to I-52, Option to Extend Services.

B-3 OBLIGATION OF FUNDS

- a. Pursuant to the clause FAR 52.232-22 (see Section I) entitled "Limitation of Funds," total funds in the amount of \$1,252,703,218.53 (through modification A200) are obligated herewith and made available for payment of allowable costs and fee to be incurred from the effective date of this contract through the period stated in Section F.
- b. Cost and commitment limitations. In addition to the limitations provided for elsewhere in this contract, the DOE Contracting Officer may, through directives issued to the Contractor, establish controls on the costs to be incurred and commitments to be made in the performance of the contract work. Such instruction may be amended or supplemented from time to time by the

commitments to be made in the performance of the contract work. Such instruction may be amended or supplemented from time to time by the Contracting Officer. The Contractor hereby agrees to comply with the specific limitations (ceilings) on costs and commitments set forth in the directives, to use its best efforts to comply with other requirements of such directives, and to promptly notify DOE in writing, whenever it has reason to believe the authorized financial levels of costs and commitments will be exceeded or substantially underrun.

B-4 OPTION TO EXTEND THE TERM OF THE CONTRACT

This contract shall be renewable, at the unilateral option of the Government, in accordance with FAR 52.217-9 as set forth in Section I. All terms and conditions stated herein shall remain in effect during the renewed contract period. Further, the Contractor agrees that the performance under said extension shall be accomplished within the estimated cost as set forth in B-2c above.

B-5 FEE

It is DOE's intention to manage this contract under a cost-plus performance based fee arrangement. No fee will be paid during the phase-in period of February 22, 1994 through June 30, 1994.

- a. The fee ceiling for the basic contract is \$ 66,249,778. The fee ceiling for the option periods is \$ 55,084,327. The fee ceiling constitutes the total fee pool available for payment of performance based fee amounts. (Calculation of these amounts are based on estimated funding from Table B-1).
- b. Total available fee allocated for each fiscal year of contract performance will be set forth annually in Table B-2.

Table B-2. Fee Pool Allocations by Fiscal Year

Fiscal Year	Total Available Fee	Basic Fee	Performance Based Fee
FY94	\$3,896,940	\$1,169,082	\$2,727,858
FY95	\$12,000,000	\$3,600,000	\$8,400,000
FY96	\$18,000,000	\$5,400,000	\$12,600,000
FY97	\$14,000,000	\$4,200,000	\$9,800,000
FY98	\$10,550,000	\$3,165,000	\$7,385,000
FY99	\$10,602,921	\$0	\$10,602,921
FY00	\$10,878,581	\$0	\$10,878,581
FY01	\$11,114,845	\$0	\$11,114,845
FY02	\$10,742,849	\$0	\$10,742,849
FY03	\$8,538,967	\$0	\$8,538,967
FY04	TBD	TBD	TBD

Total available fee will be allocated to the evaluation periods defined in the Performance Plan as set forth below:

Table B-3. Basic and Performance Fee Pool Allocations by Evaluation Period

Evaluation Period	Total Available Fee	Basic Fee	Performance Based Fee
94 (07/01/94-09/30/94)	\$3,896,940	\$1,169,082	\$2,727,858
95-1 (10/01/94-03/31/95)	\$5,000,000	\$1,800,000	\$3,200,000
95-2 (04/01/95-09/30/95)	\$7,000,000	\$1,800,000	\$5,200,000
96-1 (10/01/95-03/31/96)	\$8,244,000	\$2,700,000	\$5,544,000
96-2 (04/01/96-09/30/96)	\$9,756,000	\$2,700,000	\$7,056,000
97-1 (10/01/96-03/31/97)	\$7,500,000	\$2,250,000	\$5,250,000
97-2 (04/01/97-09/30/97)	\$6,500,000	\$1,950,000	\$4,550,000
98-1 (10/01/97-03/31/98)	\$5,275,000	\$1,582,500	\$3,692,500
98-2 (04/01/98-09/30/98)	\$5,275,000	\$1,582,500	\$3,692,500
1999 (10/01/98-09/30/99)	\$10,602,921	\$0	\$10,602,921
2000 (10/01/99-09/30/00)	\$10,878,581	\$0	\$10,878,581
2001 (10/01/00-09/30/01)	\$11,114,845	\$0	\$11,114,845
2002 (10/01/01-09/30/02)	\$10,742,849	\$0	\$10,742,849
2003 (10/01/02-09/30/03)	\$8,538,967	\$0	\$8,538,967
2004 (10/01/03-03/01/04)	TBD	TBD	TBD

- c. The methodology for apportioning the annual fee available into basic and award fee amounts through Fiscal Year 1998 is as follows:

Basic Fee 30 percent of the annual fee available.

Performance Based Fee 70 percent of the annual fee available will be apportioned to completion of performance objectives and criteria set forth in the Performance Plan.

Effective October 1, 1998, the contract will be 100 percent performance based. There will be no basic fee consideration.

- d. From October 1, 1998 and thereafter, determination of fee pool amounts by DOE will include consideration of total Environmental Restoration (ER) work (as documented in detailed work plans and other documents), other Hanford work performed or managed by the Contractor for DOE, and work performed for other site contractors to the benefit of DOE, less anticipated fee to be paid to the Contractor's Pre-Selected Subcontractor(s).

From October 1, 1998 and thereafter, the available fee pool within a given fiscal year will be determined as follows:

In September of each year, DOE will evaluate projected funding necessary for executing the scope of work (during the following fiscal year) included

in the above paragraph. This projected funding will be compared to Table B-4 to determine the fee rate for the fiscal year.

Table B-4. Sliding Fee Scale

Projected Funding	Fee Rate
Below \$110,000,000	9.31%
\$110,000,000 - \$140,000,000	8.35%
\$140,000,001 - \$200,000,000	8.00%
Over \$200,000,000	7.90%

The Annual Fee Pool amount will be calculated using the rate selected from Table B-4 and the formula below. The calculated fee pool amount will be transmitted to the Contractor as part of the annual Performance Evaluation Plan.

$$\text{Annual Fee Pool} = \frac{(\text{Projected Funding} \times \text{Fee Pool Rate})}{(1 + \text{Fee Pool Rate})}$$

For contract periods that are less than the Government Fiscal Year (FY) the above fee will be determined based upon prorating the annual fee pool. For example, fee for October 1, 1998, through June 30, 1999, will be based upon nine-twelfths (9/12) of the annual fee pool for FY 1999.

- e. From October 1, 1998 and thereafter, should the projected funding that was used to calculate the given year's fee pool change (plus or minus 5 percent) as a result of the passage of the budget, the corresponding total available fee pool for that fiscal year (as contained in the current fiscal year performance evaluation plan) shall be recalculated using the method described in clause B-5 paragraph d above.

The funding amount, estimated cost, total available fee pool and the contract fee structure, as it may be determined from the formula above, for the new fiscal year shall be set forth in a modification unilaterally executed by the Contracting Officer after passage of the annual budget. The amount of the total available fee pool or fiscal year allocation of the available fee (Tables B-2 and B-3) across the fee structure hereunder shall not be subject to the contract clause entitled "Disputes" Alternate I (DOE Set 304, Clause 56).

- f. The Government may also create "superstretch" incentives that would allow the Contractor to earn additional fee that is outside of the annual fee pool. Superstretch incentives shall be developed, approved and paid in accordance with Clause H-30 and Clause B-6.

B-6 PAYMENT OF BASIC FEE AND PERFORMANCE BASED FEE

- a. Basic Fee and Performance Based Fee. It is herewith agreed that a basic fee and performance based fee will be determined in accordance with the provisions of this Section B and the Performance Plan. The basic fee and the performance based fee are available for payment beginning July 1, 1994 through September 30, 1998. Only performance-based fee is available for payment beginning October 1, 1998 through the end of the contract, including the option period.
- b. Determination of Performance Based Fee.
 1. The total performance based fee available for specific performance objectives and criteria, set forth in the Performance Plan, will be determined semi-annually through September 30, 1998 and annually beginning October 1, 1998.
 2. For this contract, the Government Fee Determination Official (FDO) will be the Manager, RL. The Contractor agrees that the determination as to the amount of earned performance based fee will be made by the Government FDO and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause.
 3. Evaluation will be in accordance with the Performance Plan described in subparagraph d., below. The Contractor shall be promptly advised in writing of the determination and the basis for the determination. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, in accordance with the Performance Plan, the FDO may also consider any information available which relates to the Contractor's performance of contract requirements. While it is recognized that the basis for the determination of fees shall be based on the Performance Plan, the FDO may also consider catastrophic incidents or events that are within the control of the Contractor and are caused solely by the Contractor's negligence or misconduct. For purposes of this clause, a catastrophic event is one such as the following: An event that results in (i) a major release that exposes workers or the public to hazardous materials which exceed regulatory limits; or (ii) worker or visitor fatality (ies). If any of these events occurs, the FDO may, at the FDO's discretion, determine the Contractor's overall performance, where appropriate, to be unacceptable and, accordingly, may withhold any or all of the performance-based and at-risk basic fee for the evaluation period. Beginning October 1, 1998 this provision will be applicable for two six month periods on a semi-annual basis. Fifty percent of the total available annual fee pool will be at risk for each six-month period in accordance with the above criteria at the discretion of the FDO. In the event a period is less than six months, the at-risk amount shall be prorated in accordance with the above.

4. Contract Performance. At the conclusion of the annual performance period the Government shall evaluate the Contractor's performance to determine the performance based fee earned during the year. Unearned performance based fee for the performance period may be carried over as approved by the Contracting Officer and shall not be subject to appeal under the "Disputes" clause or any other appeal clause.
- c. Performance Plan.
1. The Government shall establish unilaterally, but with input from the Contractor, a Performance Plan upon which the determination of performance based fee shall be based. Such Plan shall include the criteria to be considered under each area evaluated, and the percentage (or amount) of performance based fee available for each area. A copy of the plan shall be provided by the Contracting Officer to the Contractor prior to the start of an evaluation period.
 2. The Performance Plan shall set forth the criteria to be used by the Government to evaluate the Contractor's ES&H, technical, schedule, management, and/or cost performance.
 3. The Performance Plan will reflect milestones and/or performance indicators against which the Contractor's performance will be evaluated by DOE. Milestones or indicators will reflect specific objectives to be accomplished by the Contractor within the fee period. Efforts will be made to assure that the objectives, where appropriate, will be quantitatively measurable and achievable.
 4. The Performance Plan may, consistent with the contract statement of work, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor prior to the date from which the change will apply.
- d. Contractor Self-Assessment. The Contractor shall submit a brief self-assessment report as defined in the Performance Plan within ten (10) working days after the end of the fiscal year. The self-assessment report shall address both the strengths and weaknesses of the Contractor's performance with respect to the Performance Plan criteria used during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their reoccurrence. The FDO will review the Contractor's self-assessment as part of the evaluation of the Contractor's management during the period. An unrealistic self-assessment will result in lower performance based fee determinations. The Contractor will not be penalized for a realistic self-assessment, although deficiencies noted by the Contractor may be

reflected in the Government's evaluation. The self-assessment itself will not be the basis for the performance based fee determination.

- e. Schedule for Performance Fee Determination. Performance Fee earned shall become due and payable following the issuance by the FDO of a Determination of Performance Fee Earned. The FDO shall issue the final performance fee determination annually in accordance with the schedule set forth in the Performance Plan. A determination must be made within sixty (60) calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment report discussed in paragraph e., above. If the determination for the performance fee is delayed beyond that date, the Contractor shall be entitled to interest on the determined Performance Fee amount if payment is not made within 67 days after receipt of the contractor's self-assessment, notwithstanding the date the determination is received by the contractor. Interest will be paid at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1, and July 1.
- f. Effective October 1, 1998, performance fee associated with individual Performance Based Contract Incentives (PBCI's) as documented in the Performance Plan will be paid upon completion, independent of the final Performance Fee Determination made at the end of the performance period. Upon completion, the contractor will provide DOE with documentation supporting their claim that the PBCI has been met. DOE will review, accept, reject, or seek additional information from the contractor. Upon DOE acceptance that the PBCI has been completed, DOE will determine the amount of fee earned on the PBCI, the amount of provisional fee previously paid, and calculate the remaining fee owed to the contractor. DOE will then notify the contractor of acceptance and the amount of fee earned on the PBCI, and authorize the contractor to submit an invoice for the remaining fee due. Payment terms shall be in accordance with Part I, Section B-6 paragraph e, Schedule of Performance Based Fee Determination. If DOE determines the Contractor has not met all or part of the requirements of a PBCI, then the Contractor shall refund DOE any fee paid on a provisional basis for that PBCI in accordance with Clause H-26, Provisional Payment of Fee.

B-7 SPECIAL CONSIDERATIONS - BASIC FEE

The basic fee, which is only available through September 30, 1998 as described in paragraph B-5, includes a 50 percent base fee and 50 percent "at risk fee." No variations from this objective are authorized. The basic fee may be invoiced at month end in equal monthly installments of the annual amount available. However, in the event the Contractor's overall contract performance is determined by the FDO to be unacceptable, the Contractor shall be required to refund to the Government up to 50 percent of the basic fee paid for that evaluation period. Such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause.

PART I - SECTION F

DELIVERIES OR PERFORMANCE

F-1 PERIOD OF PERFORMANCE

The period of performance for the basic contract, including the exercised option periods and four months of performance pursuant to I-52, Option to Extend Services, is nine years, eight months. Work shall commence on July 1, 1994 and will continue through March 1, 2004. The transition period will begin February 22, 1994. All terms and conditions as previously modified will remain in effect throughout the option periods.

F-2 PRINCIPAL PLACE OF PERFORMANCE AND DELIVERY

The principal place of performance of this contract shall be at the Hanford Site, Richland, Washington. All deliverable items shall be delivered to the Contracting Officer or designee unless otherwise specified.

F-3 UNIFORM REPORTING SYSTEM

Contractor shall prepare and submit the plans and reports indicated on the Reporting Requirements Checklist (Attachment 1), or amendments to this checklist, which the Contracting Officer determines are necessary, to the addresses to be provided by the Contracting Officer. The level of detail the Contractor must provide in any required plans and reports shall be commensurate with the scope and complexity of the task and the reporting categories specified in the checklist. The Contractor shall be responsible for levying appropriate reporting requirements on any subcontractors in such a manner to ensure that data submitted by the subcontractor to the Contractor is compatible with the data elements that the Contractor is responsible for submitting to DOE. Plans and reports submitted in compliance with this clause are in addition to any other reporting requirements of this contract.

- ii. A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
 - A. Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - B. Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor's right of action first accrues; and provided that the costs associated with such claims are not unallowable. In addition, the Contractor should provide prompt notice to the Contracting Officer of all potential claims under this clause, whether in litigation or not.
 - C. Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I-12 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 1989)

- a. The Government may extend the term of this contract by written notice to the Contractor within the period of performance stated within this contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed nine and one half (9½) years.

Directive Identifier	Title	Date of Order or CRD	CRD Supplement
CRD DOE O 110.3	Conference Management <i>(Printed in its entirety below)</i>	05/08/00	See CRD Below
CRD DOE O 130.1	Budget Formulation Process	09/29/95	No
CRD DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board	03/30/01	Not Applicable
DOE N 142.1	Unclassified Foreign Visits and Assignments	07/14/99	Not Applicable
CRD DOE O 151.1A	Comprehensive Emergency Management System	11/01/00	No
DOE M 200.1-1, Chapter 9	Public Key Cryptography and Key Management	02/15/00	Not Applicable
CRD DOE N 205.1	Unclassified Cyber Security Program	07/26/99	Rev 0
CRD DOE N 205.2	Foreign National Access to Cyber Systems	11/01/99	No
CRD DOE N 205.3	Password Generation, Protection and Use	11/23/99	No
CRD DOE O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	03/22/01	No
CRD DOE O 221.2	Cooperation With the Office of Inspector General	03/22/01	No
DOE-0223	RL Emergency Implementing Procedures	Current Version	Not Applicable
CRD DOE O 224.1	Contractor Performance-Based Business Management Process	12/08/97	No
CRD DOE O 225.1A	Accident Investigations	11/26/97	No
CRD M 231.1-2	Occurrence Reporting and Processing of Operations Information	08/19/03	Rev 0
CRD DOE O 232.1A	Occurrence Reporting and Processing of Operations Information	07/21/97	Rev 0
CRD DOE O 241.1A	Scientific and Technical Information Management	04/09/01	No
CRD DOE O 251.1A	Directives System	01/30/98	No
CRD DOE O 252.1	Technical Standards Program	11/19/99	No
CRD DOE O 311.1A	Equal Employment Opportunity and Diversity Program	12/30/96	No