

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 308)		RATING	PAGE 1 OF PAGE 02
2. CONTRACT NUMBER DE-ACM-070CM022-000		3. EFFECTIVE DATE September 27, 2007		4. REQUISITION PURCHASE REQUEST PROJECT NO. 01-070CM022-000	
5. ISSUED BY CODE		6. ADMINISTERED BY (if other than item 5)		CODE	
U. S. Department of Energy 1000 Independence Ave., SW Washington, DC 20585		Date as Mark 5			
7. Name and address of contractor (No., street, city, county, State & ZIP Code)		8. DELIVERY		9. ESCROW FOR PROMPT PAYMENT	
MORGAN, LEWIS & BOCKLE, LLP Washington, DC 20004		<input type="checkbox"/> FOR ORDER <input type="checkbox"/> OTHER (See below)			
10. SUBJECT INVOICES See Clause G.3 Billing Instructions		11. PAYMENT WILL BE MADE BY		ITEM	
CODE		FACILITY CODE		THE ADDRESS SHOWN IS	
11. EMP TO MARK FOR		CODE		12. PAYMENT WILL BE MADE BY	
				CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION		14. ACCOUNTING AND APPROPRIATION DATA			
<input type="checkbox"/> M. U.S.C. 2304 (C) () <input type="checkbox"/> 41 U.S.C. 253 (C) (7)		Fund Year Allocation Reporting SEE OC Program Dollar Amount 0000 2007 00 20000 0100000 2000 202000			
15A. ITEM NO.		15B. QUANTITY		15C. UNIT PRICE	
15B. UNIT PRICE		15D. UNIT		15E. AMOUNT	
Provide professional legal advice and assistance to the Department of Energy (DOE) Office of General Counsel, involving legal matters related to the licensing activities of the DOE Office of Civilian Radioactive Waste Management (OCRWM), as further detailed in Part I, Section C, Description of Work Statement.					
15F. TOTAL CHARGING PRICE OF CONTRACT					\$47,000.00

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CONTRACTOR'S OFFICE WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

<p>17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return it to the issuing office.) Contractor agrees to furnish and deliver all items or perform all construction items for the construction stated herein. The rights and obligations of the parties to the contract shall be subject to and governed by the following documents: (a) this award contract, (b) the schedule, if any, and (c) such previous representations, qualifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed below).</p> <p>18A. NAME AND TITLE OF CONTRACTOR (Type or print)</p> <p>Morgan Lewis & Bockle SRL NAME OF CONTRACTOR</p>	<p>18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by your which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any construction items. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further construction document is necessary.</p> <p>18A. NAME OF CONTRACTOR OFFICER</p> <p>BENJAMIN LARSEN SRL NAME OF CONTRACTOR OFFICER</p>
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19C. DATE SIGNED 9/26/07	19C. DATE SIGNED SEP 27 2007
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.2 Items Being Acquired (DEC 1991)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work for the term specified in Part I, Section F:

Item 1 - Professional legal advice and assistance to the Department of Energy (DOE), Office of General Counsel, involving legal matters related to the licensing activities of the DOE Office of Civilian Radioactive Waste Management (OCRWM), as further detailed in Part I, Section C, Description/Specifications/Work Statement.

B.3 Estimated Level of Effort (NOV 1996)

In accordance with Part I, Section H, clause entitled "Level of Effort", the Contractor shall provide the following estimated total Direct Productive Labor-Hours (DPLH):

PERIOD		DPLH
Base Period 1, Year 1	9/27/2009 - 12/31/2007	
Base Period 1, Year 2	1/01/2008 - 12/31/2008	
Base Period 1, Year 3	1/01/2009 - 12/31/2009	
Base Period 1, Year 4	1/01/2010 - 12/31/2010	
Base Period 1, Year 5	1/01/2011 - 12/31/2011	
Option Period 1, Year 6	1/01/2012 - 12/31/2012	
Option Period 2, Year 7	1/01/2013 - 12/31/2013	
Option Period 3, Year 8	1/01/2014 - 12/31/2014	
Option Period 4, Year 9	1/01/2015 - 12/31/2015	
Option Period 5, Year 10	1/01/2016 - 12/31/2016	

B.4 Direct Labor Rates (JUL 1991)

The Contractor shall provide Direct Productive Labor Hours (DPLH) for the labor categories set forth below at the fixed hourly labor rates indicated herein for each annual period that this contract remains in effect. The Contractor shall bill the DOE only for the labor category(s) set forth in this clause. The Direct Labor is based on a fully burdened fixed hourly rate per Partner, Senior Partner/Counsel, Junior Partner, Senior Associate, Junior Associate, Law Clerk and Paralegal labor category and is all inclusive of all costs associated with direct labor including wages, fringe benefits, labor overhead, general and administrative expenses, clerical/secretarial support, and profit. Proposed individuals for each category must meet the minimum requirements of the position descriptions found in Section C, Statement of Work, Item 3.0, Position Descriptions, and Exhibit A thereto.

The labor rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. (See Clause H.17, entitled "Level of Effort," paragraph b.) Beginning in base year 3 (1/01/09 to 12/31/09), and for each year thereafter, Contractor will apply an additional 5% discount on any fees in excess of 5 million dollars (\$5 million) in any given year.

B.4.1 BASE PERIOD, YEAR 1 (9/27/2007 - 12/31/2007)			
	DOE LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY RATE
1001	PARTNER - PROJECT MANAGER (Key Person)	Senior Partner	
1002	PARTNER - LICENSE PREPARATION MANAGER (Key Person)	Senior Partner/Counsel	
1003	PARTNER - LICENSE DEFENSE MANAGER (Key Person)	Senior Partner/Counsel	
1004	PARTNER - TEAM LEADER	Senior Partner/Counsel	
1005	PARTNER - TEAM LEADER	Junior Partner	
1006	Reserved		
100	SENIOR PARTNER Strategic Advisor)	Senior Partner	
1008	SENIOR PARTNER	Senior Partner/Counsel	
	Reserved		
1010	JUNIOR PARTNER	Junior Partner/Counsel	
1011	SENIOR ASSOCIATE	Senior Associate	
1012	JUNIOR ASSOCIATE	Junior Associate	

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1013	PARALEGAL	Paralegal
1014	LAW CLERK	Paralegal/Law Clerk
1015	Reserved	
1016	Reserved	
1017	Reserved	
1018	Reserved	
1019	Reserved	
Other Direct Costs (ODC), to include long-distance telephone charges, mobile phone usage charge, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class mail, express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel, to be reimbursed at cost only (No added profit or handling charges):		



B.4.2 BASE PERIOD, YEAR 2 (1/01/2008 - 12/31/2008)			
	DOE LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY RATE
2001	PARTNER - PROJECT MANAGER (Key Person)	Senior Partner	
2002	PARTNER - LICENSE PREPARATION MANAGER (Key Person)	Senior Partner/Counsel	
2003	PARTNER - LICENSE DEFENSE MANAGER (Key Person)	Senior Partner/Counsel	
2004	PARTNER - TEAM LEADER	Senior Partner/Counsel	
2005	PARTNER - TEAM LEADER	Junior Partner	
	Reserved		
2007	SENIOR PARTNER (Strategic Adviser)	Senior Partner	
2008	SENIOR PARTNER		
	Reserved		
2010	JUNIOR PARTNER	Junior Partner/Counsel	
2011	SENIOR ASSOCIATE	Senior Associate	
2012	JUNIOR ASSOCIATE	Junior Associate	
2013	PARALEGAL	Paralegal	
2014	LAW CLERK	Paralegal/Law Clerk	
2015	Reserved		
2016	Reserved		
2017	Reserved		
2018	Reserved		
2019	Reserved		
<p>Other Direct Costs (ODC), to include long-distance telephone charges, mobile phone usage charge, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class mail, express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel, to be reimbursed at cost only (No added profit or handling charges):</p>			

B.4.3 BASE PERIOD, YEAR 3 (1/01/2009 - 12/31/2009)			
	DOE LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY RATE
3001	PARTNER - PROJECT MANAGER (Key Person)	Senior Partner	
3002	PARTNER - LICENSE PREPARATION MANAGER (Key Person)	Senior Partner/Counsel	
3003	PARTNER - LICENSE DEFENSE MANAGER (Key Person)	Senior Partner/Counsel	
3004	PARTNER - TEAM LEADER	Senior Partner/Counsel	
3005	PARTNER - TEAM LEADER	Junior Partner	
	Reserved		
3007	SENIOR PARTNER (Strategic Adviser)	Senior Partner	
3008	SENIOR PARTNER	Senior Partner/Counsel	
	Reserved		
3010	JUNIOR PARTNER	Junior Partner/Counsel	
3011	SENIOR ASSOCIATE	Senior Associate	
3012	JUNIOR ASSOCIATE	Junior Associate	
3013	PARALEGAL	Paralegal	
3014	LAW CLERK	Paralegal/Law Clerk	
3015	Reserved		
3016	Reserved		
3017	Reserved		
3018	Reserved		
3019	Reserved		
<p>Other Direct Costs (ODC), to include long-distance telephone charges, mobile phone usage charge, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class mail, express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel, to be reimbursed at cost only (No added profit or handling charges):</p>			

B.4.4 BASE PERIOD, YEAR 4 (1/01/2010 - 12/31/2010)			
	DOE LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY RATE
4001	PARTNER - PROJECT MANAGER (Key Person)	Senior Partner	
4002	PARTNER - LICENSE PREPARATION MANAGER (Key Person)	Senior Partner/Counsel	
4003	PARTNER - LICENSE DEFENSE MANAGER (Key Person)	Senior Partner/Counsel	
4004	PARTNER - TEAM LEADER	Senior Partner/Counsel	
4005	PARTNER - TEAM LEADER	Junior Partner	
4007	SENIOR PARTNER (Strategic Adviser)	Senior Partner	
4008	SENIOR PARTNER	Senior Partner/Counsel	
	Reserved		
4010	JUNIOR PARTNER	Junior Partner/Counsel	
4011	SENIOR ASSOCIATE	Senior Associate	
4012	JUNIOR ASSOCIATE	Junior Associate	
4013	PARALEGAL	Paralegal	
4014	LAW CLERK	Paralegal/Law Clerk	
4015	Reserved		
4016	Reserved		
4017	Reserved		
4018	Reserved		
4019	Reserved		
<p>Other Direct Costs (ODC), to include long-distance telephone charges, mobile phone usage charge, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class mail, express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel, to be reimbursed at cost only (No added profit or handling charges):</p>			

B.4.5 BASE PERIOD, YEAR 5 (1/01/2011- 12/31/2011)			
	DOE LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY RATE
5001	PARTNER – PROJECT MANAGER (Key Person)	Senior Partner	
5002	PARTNER – LICENSE PREPARATION MANAGER (Key Person)	Senior Partner/Counsel	
5003	PARTNER – LICENSE DEFENSE MANAGER (Key Person)	Senior Partner/Counsel	
5004	PARTNER – TEAM LEADER	Senior Partner/Counsel	
5005	PARTNER – TEAM LEADER	Junior Partner	
	Reserved		
5007	SENIOR PARTNER (Strategic Advisor)	Senior Partner	
5008	SENIOR PARTNER	Senior Partner/Counsel	
	Reserved		
5010	JUNIOR PARTNER	Junior Partner/Counsel	
5011	SENIOR ASSOCIATE	Senior Associate	
5012	JUNIOR ASSOCIATE	Junior Associate	
5013	PARALEGAL	Paralegal	
5014	LAW CLERK	Paralegal/Law Clerk	
5015	Reserved		
5016	Reserved		
5017	Reserved		
5018	Reserved		
5019	Reserved		
<p>Other Direct Costs (ODC), to include long-distance telephone charges, mobile phone usage charge, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class mail, express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel, to be reimbursed at cost only (No added profit or handling charges):</p>			

B.4.6 PRICING SUMMARY FOR BASE PERIOD (9/27/2007 - 12/31/2011)	
BASE PERIOD	SUBTOTAL NOT TO EXCEED PRICE
YEAR 1, 9/27/2007 - 12/31/2007	\$3,878,125.00
YEAR 2, 01/01/2008 - 12/31/2008	\$10,056,713.00
YEAR 3, 01/01/2009 - 12/31/2009	\$10,632,974.00
YEAR 4, 01/01/2010 - 12/31/2010	\$11,238,359.00
YEAR 5, 01/01/2011 - 12/31/2011	\$11,885,838.00
TOTAL NOT TO EXCEED PRICE FOR BASE PERIOD	\$47,692,009.00

The Contractor understands that the amount of the Other Direct Costs is only an estimate and the Government does not guarantee the total of the Other Direct Costs.

The Other Direct Costs will be reimbursed at cost; no added profit or handling fees. The reimbursement of Other Direct Costs will be based upon the determination by the Contracting Officer Representative (COR) of reasonableness and allocability to the contract. All travel shall be in accordance with U.S. Government Travel Regulations. The Government is not able to provide the Contractor with U.S. Government special airfares.

SPECIFIC NON-REIMBURSABLE COSTS

The Contractor shall not be reimbursed for any direct costs for the following items: entertainment; liquor; secretarial or clerical support time; word processing; computers or general application software; client development and related activities; trade publications, books, treatises, background materials and other similar documents except for government and other publications related to the performance of this contract; professional/educational seminars and conferences; preparation of bills; parking fines or any other fines or penalties for illegal conduct; and, food, beverages and the like when the Contractor is not in travel status away from the home office. No bills are to contain any items representing disbursements made for the benefit of the Contractor's current personnel.

B.5 Ceiling Price of Contract (JUL 1991)

The ceiling price of the Base Period (Years 1, 2, 3, 4, and 5) of the contract is \$47,692,009.00. The ceiling price includes Other Direct Costs (ODC) in the amount of _____ The Contractor is not to add profit or handling charges to the Other Direct Costs.



B.6 Funding (JUL 1991)

Pursuant to Part I, Section H, Clause H.19 entitled "Funding", total funds in the amount of \$400,000 have been allotted for obligation and are available to pay for DPLH and other direct items or services provided from the effective date of this contract through the period estimated to end December 31, 2011.

B.7 Reserved**B.8 Option to Extend the Term of the Contract - Services (JUL 1991)**

(a) The Government may unilaterally extend the term of this contract by written notice to the Contractor within the term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

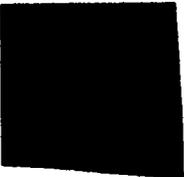
(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract including the exercise of all below stated options under this clause shall not exceed one hundred twenty-two months.

(d) Should the Government exercise any option hereunder, all contractual terms and conditions shall apply during the option(s) period. Further, the Contractor agrees to provide the following level-of-effort at the fixed rates per DPLH set forth below for the labor categories indicated:

The Contractor shall provide Direct Productive Labor Hours (DPLH) for the labor categories set forth below at the fixed hourly labor rates indicated herein for each annual period that this contract remains in effect. The Contractor shall bill the DOE only for the labor category(s) set forth in this clause. The Direct Labor is based on a fully burdened fixed hourly rate per Partner, Senior Partner, Junior Partner, Counsel, Senior Associate, Junior Associate, Law Clerk and Paralegal labor category and is all inclusive of all costs associated with direct labor including wages, fringe benefits, labor overhead, general and administrative expenses, clerical/secretarial support, and profit. Proposed individuals for each category must meet the minimum requirements of the position descriptions found in Section C, Statement of Work, Item 3.0, Position Descriptions, and Exhibit A thereto.

The labor rates indicated for each year of the contract shall apply to all DPLH provided during that respective year of the contract. (See Clause H.17, entitled "Level of Effort," paragraph b.)

B.8.1 OPTION PERIOD ONE, YEAR 6 (1/01/2012 - 12/31/2012)			
	DOE LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY RATE
6001	PARTNER - PROJECT MANAGER (Key Person)	Senior Partner	
6002	PARTNER - LICENSE PREPARATION MANAGER (Key Person)	Senior Partner/Counsel	
6003	PARTNER - LICENSE DEFENSE MANAGER (Key Person)	Senior Partner/Counsel	
6004	PARTNER - TEAM LEADER	Senior Partner/Counsel	
6005	PARTNER - TEAM LEADER	Junior Partner	
	Reserved		
6007	SENIOR PARTNER (Strategic Adviser)	Senior Partner	
6008	SENIOR PARTNER	Senior Partner/Counsel	
	Reserved		
6010	JUNIOR PARTNER	Junior Partner/Counsel	
6011	SENIOR ASSOCIATE	Senior Associate	
6012	JUNIOR ASSOCIATE	Junior Associate	
6013	PARALEGAL	Paralegal	
6014	LAW CLERK	Paralegal/Law Clerk	
6015	Reserved		
6016	Reserved		
6017	Reserved		
6018	Reserved		
6019	Reserved		
<p>Other Direct Costs (ODC), to include long-distance telephone charges, mobile phone usage charge, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class mail, express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel, to be reimbursed at cost only (No added profit or handling charges):</p>			

B.8.2 OPTION PERIOD TWO, YEAR 7 (1/01/2013 - 12/31/2013)			
	DOE LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY RATE
7001	PARTNER - PROJECT MANAGER (Key Person)	Senior Partner	
7002	PARTNER - LICENSE PREPARATION MANAGER (Key Person)	Senior Partner/Counsel	
7003	PARTNER - LICENSE DEFENSE MANAGER (Key Person)	Senior Partner/Counsel	
7004	PARTNER - TEAM LEADER	Senior Partner/Counsel	
7005	PARTNER - TEAM LEADER	Junior Partner	
	Reserved		
7007	SENIOR PARTNER (Strategic Adviser)	Senior Partner	
7008	SENIOR PARTNER	Senior Partner/Counsel	
	Reserved		
7010	JUNIOR PARTNER	Junior Partner/Counsel	
7011	SENIOR ASSOCIATE	Senior Associate	
7012	JUNIOR ASSOCIATE	Junior Associate	
7013	PARALEGAL	Paralegal	
7014	LAW CLERK	Paralegal/Law Clerk	
7015	Reserved		
7016	Reserved		
7017	Reserved		
7018	Reserved		
7019	Reserved		
<p>Other Direct Costs (ODC), to include long-distance telephone charges, mobile phone usage charge, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class mail, express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel, to be reimbursed at cost only (No added profit or handling charges):</p>			

B.8.3 OPTION PERIOD THREE, YEAR 8 (1/01/2014 – 12/31/2014)			
	DOE LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY
8001	PARTNER – PROJECT MANAGER (Key Person)	Senior Partner	
8002	PARTNER – LICENSE PREPARATION MANAGER (Key Person)	Senior Partner/Counsel	
8003	PARTNER – LICENSE DEFENSE MANAGER (Key Person)	Senior Partner/Counsel	
8004	PARTNER – TEAM LEADER	Senior Partner/Counsel	
8005	PARTNER – TEAM LEADER	Junior Partner	
	Reserved		
8007	SENIOR PARTNER (Strategic Advisor)	Senior Partner	
8008	SENIOR PARTNER	Senior Partner/Counsel	
	Reserved		
8010	JUNIOR PARTNER	Junior Partner/Counsel	
8011	SENIOR ASSOCIATE	Senior Associate	
8012	JUNIOR ASSOCIATE	Junior Associate	
8013	PARALEGAL	Paralegal	
8014	LAW CLERK	Paralegal/Law Clerk	
8015	Reserved		
8016	Reserved		
8017	Reserved		
8018	Reserved		
8019	Reserved		
<p>Other Direct Costs (ODC), to include long-distance telephone charges, mobile phone usage charge, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class mail, express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel, to be reimbursed at cost only (No added profit or handling charges):</p>			

B.8.4 OPTION PERIOD FOUR, YEAR 9 (1/01/2015 - 12/31/2015)			
	DOE LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY RATE
9001	PARTNER - PROJECT MANAGER (Key Person)	Senior Partner	
9002	PARTNER - LICENSE PREPARATION MANAGER (Key Person)	Senior Partner/Counsel	
9003	PARTNER - LICENSE DEFENSE MANAGER (Key Person)	Senior Partner/Counsel	
9004	PARTNER - TEAM LEADER	Senior Partner/Counsel	
9005	PARTNER - TEAM LEADER	Junior Partner	
	Reserved		
9007	SENIOR PARTNER (Strategic Adviser)	Senior Partner	
9008	SENIOR PARTNER	Senior Partner/Counsel	
	Reserved		
9010	JUNIOR PARTNER	Junior Partner/Counsel	
9011	SENIOR ASSOCIATE	Senior Associate	
9012	JUNIOR ASSOCIATE	Junior Associate	
9013	PARALEGAL	Paralegal	
9014	LAW CLERK	Paralegal/Law Clerk	
9015	Reserved		
9016	Reserved		
9017	Reserved		
9018	Reserved		
9019	Reserved		
Other Direct Costs (ODC), to include long-distance telephone charges, mobile phone usage charge, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class mail, express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel, to be reimbursed at cost only (No added profit or handling charges):			

B.8.5 OPTION PERIOD FIVE, YEAR 10 (1/01/2016 - 12/31/2016)			
	DOB LABOR CATEGORY	CONTRACTOR LABOR CATEGORY	FULLY BURDENED HOURLY RATE
10001	PARTNER - PROJECT MANAGER (Key Person)	Senior Partner	
10002	PARTNER - LICENSE PREPARATION MANAGER (Key Person)	Senior Partner/Counsel	
10003	PARTNER - LICENSE DEFENSE MANAGER (Key Person)	Senior Partner/Counsel	
10004	PARTNER - TEAM LEADER	Senior Partner/Counsel	
10005	PARTNER - TEAM LEADER	Junior Partner	
	Reserved		
10007	SENIOR PARTNER (Strategic Advisor)	Senior Partner	
10008	SENIOR PARTNER	Senior Partner/Counsel	
	Reserved		
10010	JUNIOR PARTNER	Junior Partner/Counsel	
10011	SENIOR ASSOCIATE	Senior Associate	
10012	JUNIOR ASSOCIATE	Junior Associate	
10013	PARALEGAL	Paralegal	
10014	LAW CLERK	Paralegal/Law Clerk	
10015	Reserved		
10016	Reserved		
10017	Reserved		
10018	Reserved		
10019	Reserved		
<p>Other Direct Costs (ODC), to include long-distance telephone charges, mobile phone usage charge, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class mail, express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel, to be reimbursed at cost only (No added profit or handling charges):</p>			

B.8.6 PRICING SUMMARY FOR OPTION PERIOD 1 - 5 (1/01/2012 - 12/31/2016)	
OPTION PERIOD	SUBTOTAL NOT TO EXCEED PRICE
1, YEAR 6 1/01/2012 - 12/31/2012	\$12,567,201.00
2, YEAR 7 1/01/2013 - 12/31/2013	\$9,224,798.00
3, YEAR 8 1/01/2014 - 12/31/2014	\$9,208,269.00
4, YEAR 9 1/01/2015 - 12/31/2015	\$14,863,385.00
5, YEAR 10 1/01/2016 - 12/31/2016	\$15,345,655.00
TOTAL NOT TO EXCEED PRICE FOR ALL OPTION PERIODS (YEARS 6 - 10)	\$61,209,308.00

The Contractor understands that the amount of the Other Direct Costs is only an estimate and the Government does not guarantee the total of the Other Direct Costs.

The Other Direct Costs will be reimbursed at cost; no added profit or handling fees. The reimbursement of Other Direct Costs will be based upon the determination by the Contracting Officer Representative (COR) of reasonableness and allocability to the contract. All travel shall be in accordance with U.S. Government Travel Regulations. The Government is not able to provide the Contractor with U.S. Government special airfares.

SPECIFIC NON-REIMBURSABLE COSTS

The Contractor shall not be reimbursed for any direct costs for the following items: entertainment; liquor; secretarial or clerical support time; word processing; computers or general application software; client development and related activities; trade publications, books, treatises, background materials and other similar documents, except for government and other publications related to performance of this contract; professional/educational seminars and conferences; preparation of bills; parking fines or any other fines or penalties for illegal conduct; and, food, beverages and the like when the Contractor is not in travel status away from the home office. No bills are to contain any items representing disbursements made for the benefit of the Contractor's current personnel.

B.9 52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****C.2 Statement of Work (APR 1984)****Statement of Work****1.0 Introduction**

On July 23, 2002, the President signed into law H.J. Res. 87 (Joint Resolution) which approves the site at Yucca Mountain for the development of a geologic repository for spent nuclear fuel and high-level radioactive waste. Development and operation of a repository at Yucca Mountain is a national priority since a repository is essential for the disposal of spent fuel and high-level radioactive waste in a manner protective of the public health and the environment and for the furtherance of several critical national interests.

The Nuclear Waste Policy Act of 1982 (NWPA), as amended, 42 U.S.C. Sections 101-10270, and the Joint Resolution now require the Department (Department or DOE) to prepare and submit to the Nuclear Regulatory Commission (NRC) a license application for construction of the repository. DOE is committed to proceeding as promptly and responsibly as possible in the development of a nuclear waste repository. The licensing proceedings that the NWPA requires DOE to pursue for this first-of-a-kind facility will be intensive and thorough and involve a number of adversarial contentions and motions. Additional activities associated with the development and operation of the repository program will be under close scrutiny. DOE needs specialized legal services to aid in and expedite this unique and important endeavor from a law firm in which DOE can place its utmost trust and confidence.

The DOE's Office of General Counsel is retaining the Contractor to secure the specialized legal advice and services necessary for successfully and expeditiously preparing and defending a license application for a repository at Yucca Mountain, Nevada.

2.0 Scope

The Contractor shall report to and be responsible to the Office of General Counsel (OGC). The Contractor will communicate and coordinate with the OGC to ensure effective preparation and defense of the license application. As part of the DOE legal team, the Contractor will work in close coordination with DOE and DOE's Office of Civilian Radioactive Waste Management (OCRWM) and its contractor personnel in preparing and defending the license application.

As determined by the Contracting Officer's Representative (COR), the Contractor will apply the necessary resources and effort commensurate with the successful preparation and defense of the

license application in accordance with this Clause C.2, as updated, and approved staffing levels.

The Contractor shall assist OGC in developing and implementing legal strategies. Consistent with these legal strategies, and subject to direction from the COR, the Contractor will provide legal advice and services on all aspects of the NRC licensing process including, but not limited to, legal review and analysis of the license application, preparation of motions, defense of motions, response to contentions, identification and preparation of fact and expert witnesses, retention of testifying and non-testifying experts, development of evidentiary case, and representation of DOE at NRC licensing hearings and in appeals therefrom within NRC. The Contractor will provide legal support in the licensing proceeding to obtain construction authorization for a repository at Yucca Mountain, and in any subsequent proceedings on the license including any proceeding to amend or update the license to receive and possess spent nuclear fuel and high-level radioactive waste at the repository. The Contractor also will provide legal advice and services in support of activities related to construction and operation of a repository at Yucca Mountain, such as transportation, property acquisition, employee concerns as governed by 42 U.S.C. § 5851 and pertinent agency implementing regulations, and environmental reviews.

The scope of this Statement of Work includes, but is not limited to, the following activities:

- 2.1 Provide legal advice and assistance in the preparation of the license application compliant with applicable regulatory and statutory requirements. This effort includes: 1) review and analysis of all NRC regulations, guidance and policies pertinent to the license application and the licensing proceeding; 2) review and analysis of federal, state or local regulatory requirements pertinent to the licensing and development of a repository at Yucca Mountain; 3) review of analyses, studies, reports, drawings and other documentation (including documents prepared by or for parties other than DOE) to be considered or relied upon in the license application; and 4) evaluation of, and advice on, licensing documentation compliant with applicable NRC regulatory requirements, guidance and policies.
- 2.2 Provide legal advice and assistance in formulating a licensing strategy to minimize licensing issues and maximize the likelihood of timely authorizations from the NRC to construct and operate the repository.
- 2.3 Represent DOE in any administrative proceedings, not involving litigation within the meaning of 42 U.S.C. § 7192(c), related to the licensing of the spent nuclear fuel and high-level waste repository at Yucca Mountain or to DOE activities in support of Yucca Mountain repository development. Such administrative proceedings may include formal or informal hearings on the license application before the NRC or its representative(s); formal or informal hearings before the NRC or its representative(s) that relate to DOE repository activities; and any other hearings or proceedings of a formal or informal nature that relate to DOE repository activities. This effort includes assistance with: 1)

research, analysis, and advice in preparation for the administrative proceeding; 2) the preparation and filing of motions, briefs or other pleadings as required in the proceeding; 3) preparation for and attendance at conferences, meetings and hearings required in the proceeding; 4) preparation and conduct of offensive and defensive discovery matters such as document production, interrogatories, and depositions; 5) training and preparation of DOE and its contractors in all aspects of the discovery and administrative process; 6) identification of potential testifying and non-testifying experts, and of other witnesses; 7) assistance with prefiled direct and rebuttal testimony and other evidentiary submissions; and 8) preparation of DOE witnesses for testimony and hearings.

- 2.4 Provide legal advice and assistance on environmental documentation for the NRC licensing proceeding, including issues related to adoption by NRC of the DOE Environmental Impact Statement (EIS).
- 2.5 Provide legal advice and assistance in the preparation and implementation of plans for the transportation of spent nuclear fuel and high-level nuclear waste to Yucca Mountain, Nevada respecting compliance with applicable federal, state and local regulatory requirements. This effort includes: 1) review of DOE transportation documents and plans for compliance with applicable federal, state and local regulations; 2) assistance to DOE in preparing for and participating in meetings, communications, and other interactions regarding transportation plans and activities; and 3) assistance in formulating a transportation strategy to minimize transportation issues and to maximize the likelihood of timely transportation planning and implementation.
- 2.6 Provide legal advice and assistance in the in the implementation and maintenance of the Licensing Support Network (LSN), in accordance with NRC regulations codified at 10 CFR Part 2, Subpart J, and related guidance and policy directives of the NRC.
- 2.7 Provide legal advice and assistance respecting NRC quality assurance requirements, safety conscious work environment, and related NRC regulatory requirements, guidance and policies in the development of the repository at Yucca Mountain. Such legal advice and assistance does not include, and is not a substitute for, any independent technical or programmatic review of DOE's quality assurance activities or program required by DOE and applicable NRC quality assurance requirements.
- 2.8 Provide legal advice and assistance, and representation of DOE before the NRC, in matters involving employee concerns or whistle blower allegations that are related to the license application or the licensing proceeding.
- 2.9 Provide legal advice and assistance in any audit, investigation, hearing, or enforcement actions initiated or conducted by any entity of the federal or any state or local government, or any litigation related thereto, in relation to DOE's license application or licensing activities for a repository at Yucca Mountain. The scope of this paragraph

encompasses both DOE's and Contractor's work in support of DOE's license application and licensing activities for a repository at Yucca Mountain and all reasonable efforts by Contractor in defense thereof.

- 2.10 Provide legal advice and assistance in regard to NRC interactions, communications and commitments. This effort includes: 1) assistance in preparation for meetings or interactions with NRC; 2) review of materials and presentations for consistency with licensing requirements, strategy, and commitments to the NRC; and 3) review of activities or commitments resulting from NRC interactions, communication or commitments.
 - 2.11 Provide support and assistance in preparing for and defending DOE in any judicial or court proceeding related to the potential license application for a spent nuclear fuel and high-level radioactive waste repository.
 - 2.12 Provide regular and special reports to the COR, on such matters within the scope of this Contract and by such means as are requested by the COR. These reports shall include, but shall not be limited to, the Resource and Staffing Plan and updates thereto.
 - 2.13 Retain subcontractors or consultants, as needed and with DOE's concurrence, including but not limited to experts and local counsel.
- 3.0 Position Descriptions

The Contractor will provide partners and employees for this contract in accordance with Exhibit A to Section C of this contract.

Exhibit A identifies three key persons: a Project Manager, a License Preparation Manager, and a License Defense Manager. These individuals are responsible for performing the core activities of the contract with assistance as appropriate from other attorneys including partners and counsel (both senior and junior), associates (both senior and junior), paralegals and law clerks. These individuals are expected to spend as much time as necessary for successful performance of the contract in the Las Vegas, Nevada area and/or in the Washington, D.C. area.

Subject to the approved staffing plans, the Contractor will apply the necessary resources and effort commensurate with the successful preparation and defense of the license application.

Exhibit A

Positions Descriptions

Position Title	Position Description
<p>Partner- Project Manager</p> <p>Key Person</p>	<p>Partner - Project Manager. This individual should be an expert in nuclear regulatory law and related issues with special expertise in NRC licensing matters. This expertise should include knowledge of and experience with the Atomic Energy Act and regulations promulgated pursuant to such statute. The individual should have extensive experience in dealing with the NRC. This individual should have experience working with organizations within the federal government, and be knowledgeable about the special administrative and public policy responsibilities of such organizations. This individual also should have experience in representing clients in complex litigation.</p> <p>The Project Manager will have overall responsibility for managing work under the contract and for reporting to the COR. This individual must have the ability to: 1) coordinate and direct the work of others under the contract; 2) efficiently and quickly form and communicate legal opinions and strategies regarding licensing activities; and 3) represent DOE in administrative proceedings before the NRC.</p> <p>This individual must have extensive experience in the practice of law. This individual also must have experience in nuclear energy law and related issues, with significant experience in contested licensing proceedings before the NRC involving complex facilities.</p>

<p>Partner - License Preparation Manager (1)</p> <p>Key Person</p>	<p>Partners - License Preparation Manager. This individual must have substantial experience in the practice of law and complex license preparation and review , including the preparation and defense of Nuclear Regulatory Commission license applications. This individual should also have substantial knowledge of the Nuclear Regulatory Commission's practices and procedures as well as experience in the management of discovery, document production and preparation and examination of witnesses in complex litigation. They should also have substantial experience with administrative proceedings. They should have experience working with organizations within the federal government, and be knowledgeable about the special administrative and public policy responsibilities of federal organizations.</p> <p>This individual must be willing to spend as much time as necessary for successful performance of work under the contract in the Las Vegas, Nevada area and/or in the Washington, D.C. area.</p>
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<p>Partner - License Defense Manager (1)</p> <p>Key Person</p>	<p>Partners - License Defense Manager. This individual must have substantial experience in the practice of law and complex litigation practice, including the preparation and defense of Nuclear Regulatory Commission license applications. This individual should also have substantial knowledge of the Nuclear Regulatory Commission's practices and procedures as well as experience in the management of discovery, document production and preparation and examination of witnesses in complex litigation. They should also have substantial experience with administrative and judicial proceedings. They should have experience working with organizations within the federal government, and be knowledgeable about the special administrative and public policy responsibilities of federal organizations.</p> <p>This individual must be willing to spend as much time as necessary for successful performance of work under the contract in the Las Vegas, Nevada area and/or in the Washington, D.C. area.</p>
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<p>Partners/Counsel- Team Leaders (3 or more)</p> <p>Non-key person</p>	<p>Partners/Counsel - Team Leaders. These individuals must have substantial experience in the practice of law, with focus in the area Nuclear Regulatory Commission licensing, and regulation. These individuals should have experience working with organizations within the federal government, and be knowledgeable about the special administrative and public policy responsibilities of federal organizations. Each team member will have primary responsibility for a major portion of the license application (such as the portion relating to post-closure).</p> <p>These individuals must be willing to spend as much time as necessary for successful performance of work under the contract in the Las Vegas, Nevada area and/or in the Washington, D.C. area.</p>
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All professional personnel, including the key persons described above, will fall into one of the following categories for fee billing purposes, though "key personnel" will have specific additional attributes described above.

<p>Senior Partner/Counsel</p> <p>Non-Key Person</p>	<p>Each senior partner/counsel (Strategic Advisor) should have extensive experience in the areas of either energy, environment, administrative law, or litigation practice. These individuals should have experience working with organizations within the federal government, and be knowledgeable about the special administrative and public policy responsibilities of federal organizations.</p> <p>These individuals must have at least 25 years experience in the practice of law. These individuals will spend as much time as necessary and be involved, as necessary, in the strategic development and execution of the Statement of Work for successful performance of work under the contract in the Las Vegas, Nevada area and/or in the Washington, D.C. area.</p>
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<p>Senior Partners/Counsel</p> <p>Non-key persons</p>	<p>Each senior partner/Counsel should have extensive experience in the areas of energy, environmental, or administrative law or litigation practice. These individuals should have experience working with organizations within the federal government, and be knowledgeable about the special administrative and public policy responsibilities of federal organizations.</p> <p>These individuals must have at least 20 years experience in the practice of law. These individuals must be willing to spend as much time as necessary for successful performance of work under the contract in the Las Vegas, Nevada area and/or in the Washington, D.C. area.</p>
<p>Junior Partners/Counsel</p> <p>Non-key persons</p>	<p>Each junior partner/counsel should have substantial experience in the areas of energy, environmental, or administrative law or litigation practice. These individuals should have experience working with organizations within the federal government, and be knowledgeable about the special administrative and public policy responsibilities of federal organizations.</p> <p>These individuals must have at least 8 years of experience in the practice of law, and the category may include equity partners, non-equity partners and counsel with the requisite level of experience. These individuals must be willing to spend as much time as necessary for successful performance of work under the contract in the Las Vegas, Nevada area and/or in the Washington, D.C. area.</p>
<p>Senior Associates</p> <p>Non-key persons</p>	<p>Each senior associate should possess general knowledge and experience in the areas of energy, environmental, or administrative law or litigation practice. These individuals should have the ability to work effectively under the supervision of the senior or junior partners/counsel.</p> <p>These individuals must also have at least 4 years of experience in the practice of law. These individuals must be willing to spend as much time as necessary for successful performance of work under the contract in the Las Vegas, Nevada area and/or in the Washington, D.C. area.</p>

<p>Junior Associates</p> <p>Non-key persons</p>	<p>Each junior associate should possess general knowledge in the areas of energy, environmental, or administrative law or litigation practice. These individuals should have the ability to work effectively under the supervision of the senior or junior partners/counsel.</p> <p>These individuals must be willing to spend as much time as necessary for successful performance of work under the contract in the Las Vegas, Nevada area and/or in the Washington, D.C. area</p>
<p>Paralegals</p> <p>Non-Key Persons</p>	<p>These individuals should have the ability to work effectively under the supervision of the senior or junior attorneys. These individuals must have paralegal training and experience.</p>
<p>Law Clerks</p> <p>Non-Key Persons</p>	<p>Each law clerk should be a part or full time law student at an ABA accredited school of law, and should possess general knowledge in the areas of energy, environmental, or administrative law or litigation practice consistent with the knowledge reasonably expected of a student who has completed at least one full year of law school. These individuals should have the ability to work effectively under the supervision of the senior or junior partners.</p>

For purposes of applying this Exhibit, a lawyer's level of experience in any calendar year will be deemed to be based on the number of years that have passed since that lawyer graduated from law school. The level of experience will be measured as of January 1 of the applicable calendar year. For example, to be classified as a Senior Associate for a particular calendar year, the fourth anniversary of that lawyer's graduation from law school must have occurred prior to January 1 of that year. Similarly, to be classified as a Senior Partner for a particular calendar year, the twentieth anniversary of that lawyer's graduation from law school must have occurred prior to January 1 of that calendar year.

SECTION D - PACKAGING AND MARKING

D.1 SECTION D - PACKAGING AND MARKING

D.2 Packaging (APR 1984)

(a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

D.3 Marking (APR 1984)

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

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement that requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 SECTION E - INSPECTION AND ACCEPTANCE

E.2 Inspection (JUL 1991)

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative and will be conducted in accordance with Part II, Section I, clause entitled "Inspection - Time-and-Materials and Labor-Hour".

E.3 Acceptance (FEB 1987)

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer's Representative (COR).

E.4 52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

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

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

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

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the office/plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

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

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may -

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to -

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has

reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 SECTION F - DELIVERIES OR PERFORMANCE

F.2 Term of Contract (JAN 1007)

The term of this contract is August 15, 2007 [effective date to be revised throughout to be the date of signing] to December 31, 2011.

F.3 Exercise of Option(s) (SEP 1995)

The Department of Energy has included an option to acquire additional quantities of services and to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under this contract.

F.4 Principal Place of Performance (APR 1984)

The principal places of performance are the Contractor's facilities, Las Vegas, NV area, Washington D.C. metropolitan area, and other location(s) as directed by the DOE Contracting Officer's Representative.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SECTION G - CONTRACT ADMINISTRATION DATA

G.2 Correspondence Procedures (NOV 2000)

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

(a) **Technical Correspondence.** Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c)).

(b) **Other Correspondence.**

(1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:

Contract Specialist: Brandon Powell
Telephone Number : (202)287-1434

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical matters).

(d) **DOE Contracting Officer Address.** The Contracting Officer address is as follows:
Contracting Officer (Do not use name of Contracting Officer)

U.S. Department of Energy
Headquarters Procurement Services
Division B (MA-642.1)
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615
ATTN: DE-AC01-07GC30822

(e) **Technical Reports.** Procedures for technical reports are described in an attachment to the contract listed at Section J.

G.3 Billing Instructions (APR 2004)

(a) The Contractor is encouraged to submit, in accordance with the Payments provisions of this contract, an electronic invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <<http://finweb.oro.doe.gov/vipers.htm>>. The benefits of using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices. Detailed instructions on how to enroll and use the system are provided on the web page.

However, paper submissions can still be accommodated. The Contractor shall submit the original of any paper invoice(s) in accordance with the Payments provision of this contract to:

U.S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center
P.O. Box 4937,
Oak Ridge, TN 37831

A paper voucher is not considered to be received by DOE until the original is received at the above address. An additional paper copy of the voucher is to be provided to the Contracting Officer's Representative specified in the Section G clause entitled "DOE Contracting Officer's Representative (COR) Address."

(b) Each invoice or voucher submitted shall include the following:

- (1) Contract Number
- (2) Contractor Name
- (3) Date of Invoice
- (4) Invoice Number
- (5) Invoice Amount
- (6) Period Covered by Invoice
- (7) Cumulative Amount Invoiced to Date
- (8) Labor Charges shall be accompanied by the following:

(i) A listing of the hours expended by individuals during the invoice period and totals to date, broken down by labor categories/key individuals with the associated fixed rates identified within Section B of this contract. Contractor will not bill for any labor categories not listed in Clauses B.4 and B.8.

(ii) Invoices which span two or more years shall be segregated by each period of the contract and have a running cumulative total by labor category (cost and hours), and other direct cost(s) by each work order number.

(iii) Beginning in Base Year 3 (1/01/09 to 12/31/09), and for each year thereafter, Contractor will apply an additional 5% discount on any fees in excess of 5 million dollars (\$5 million) in any given year.

- (9) ODC to include long-distance telephone charges, mobile phone usage charges, approved permanent relocation costs (if any), approved temporary housing rental costs (if any), first class and express mail, facsimile, computer usage, computer research charges, copying, shipping, handling, and travel to be reimbursed at cost only, no profit or handling charge, shall be accompanied by a detailed listing of all reimbursable other direct costs in accordance with the Payment clause in Section H of this contract. Travel per diem rates will be paid in accordance with U.S. Travel Regulations. The DOE cannot provide U.S. Government airline fares. Contractor will not be required to provide invoices for travel per diem, i.e., food or lodging when billing in accordance with U.S. Travel Regulations. Invoices for car rental and airline fares will be subject to request by the COR.
- (10) Pursuant to FAR Subpart 52.232-7, the Contracting Officer shall withhold from payment 2.5% of the direct labor being billed but the aggregate amount so withheld from all invoices shall not exceed \$50,000.00.
- (11) The invoice will also contain a certification signed by the Contractor to the effect that:
- "Under penalty of law, (Contractor Name), certifies that the invoice is truthful and accurate, and that the services and charges set forth herein comply with the terms and conditions of the subject contract, and that the costs and charges set forth herein are necessary and reasonable."
- (12) The Contractor may bill the U.S. Department of Energy only once per 30 day period.
- (13) The Contractor's billing statements shall be accompanied by a summary of entries containing DPLH for each day in which work is performed. Individual time entries shall include a description of the services provided at a level of detail sufficient to identify the services provided to a general activity in the then-

approved Staffing and Resource Plan.

- (14) Receipt by the necessary holding office of invoices that conform to these instructions will trigger the 30-day payment period established in 48 CFR 52.232-25.

G.4 DOE Contracting Officer's Representative (COR) Address (JAN 1990)

- (a) The COR's address is as follows:

U.S. Department of Energy
ATTN: Mary Neumayr
Office Symbol: GC-50
1000 Independence Ave., S.W.
Washington, D.C. 20585
Telephone Number (202) 586-7347

- (b) The Contractor shall use the COR as the point of contact on technical matters (See the Correspondence Procedures clause, above, for definition), subject to the restrictions of the clause entitled "Technical Direction" located in Part I, Section H.

G.5 DOE Contracting Office Address (NOV 2000)

- (a) The Contracting Officer's address is as follows:

U.S. Department of Energy
Headquarters Procurement Services
Division B (MA-641.2)
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615
ATTN: DE-AC01-07GC30822

The DOE Contract Specialist for the contract is located at the address in (a) above and is as follows:

Contract Specialist: Brandon Powell

Telephone Number : (202) 287-434

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.2 Consecutive Numbering (APR 1984)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.3 Confidentiality of Information (APR 1984)

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

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

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

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

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

DOE, such an agreement shall also be signed by Contractor personnel.

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

H.4 Representations, Certifications and Other Statements of the Offeror (JUN 1988)

The Representations, Certifications and Other Statements of the Offeror, dated August 6, 2007 for this contract are hereby incorporated by reference.

H.5 Technical Direction (JAN 2000)

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

(1) Directions to the Contractor which fill in details or otherwise serve to accomplish the contractual Statement of Work.

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

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

(b) 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 which:

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

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

(3) In any manner causes an increase or decrease in the total price 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.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his 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 (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after

receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(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; or

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(c) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes - Alternate I" of the contract.

H.6 Modification Authority (APR 1984)

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.

H.7 Government-Furnished Property and Data - None (JAN 1992)

The Department of Energy will provide office space at no charge to the Contractor, complete with office and furniture, telephones, copying equipment, office supplies, facsimile machines, computers with software systems that will interface with the Department of Energy's computer systems and allow high speed access to the internet and to the Contractor's network, equipment and systems that will allow the Contractor's personnel to access the internet and the Contractor's network with portable computers provided by the Contractor's personnel, and other equipment necessary to perform required legal services on site in Las Vegas, NV. The Department of Energy will furnish telephone service, including long distance service, for Contractor's personnel utilizing such offices. The offices, equipment, and services provided pursuant to this clause H.8 shall be reasonably adequate to support the Contractor's personnel who will be working at the office space provided by the Department of Energy pursuant to the approved Staffing and Resource Plan.

H.8 Government Property and Data (JAN 1992)

- (a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office

equipment), furniture, fixtures or other personal property items.

(b) Government Furnished Property and Data.

Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in the List of Government Property - Furnished, Part III, Section J, Attachment [not attached] to the contract, shall be furnished.

(c) Reporting Requirements.

(1) The reports required in accordance with 48 CFR 945 shall be submitted on the forms provided by DOE in accordance with 48 CFR 945 and the form's instructions.

(2) The reports are to include all capital equipment and sensitive items furnished under this contract, whether or not listed on the attachments referenced above.

H.9 Subcontracts (July 2002)

(a) Prior to the placement of subcontracts and in accordance with the "Subcontracts" clause in Section I, the Contractor shall ensure that:

- (1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flowdown applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" and "Small Business and Small Disadvantaged Business Subcontracting Plan" contained in Part II, Section I of the contract;
- (2) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K, and the document referenced in the clause entitled "Representations, Certifications and Other Statements of the Offeror" contained in this Section H) are received; and
- (3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

(b) Prior to the award of any subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor, the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. No work shall be performed by the subcontractor until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.10 Services of Consultants (DEC 1996)

(a) In addition to the provisions of the clause of this contract entitled "Subcontracts (Time-and-Materials and Labor-Hour Contracts" the prior written consent of the Contracting Officer also shall be obtained:

- (1) Whenever any employee of the Contractor is to be reimbursed as a "consultant" under this contract; or
- (2) For the utilization of the services of any consultant under this contract exceeding the daily rates of \$ [] exclusive of travel costs, or
- (3) Where the services of any consultant under this contract will exceed ten days in any calendar year, or exceed a total value of \$ []

(b) Whenever Contracting Officer written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultant to others for performing consulting services of a similar nature.

(c) Prior to the award of any consultant agreements for advisory and assistance services, the contractor shall obtain from the proposed consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. No work shall be performed by the consultant until the Contractor has cleared the consultant for Organizational Conflicts of Interest (OCI):

H.11 Position Qualifications (APR 1984)

Contractor direct labor personnel assigned to the performance of this contract shall satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" attachment to this contract, except as the Contracting Officer may authorize. (See Part III, Section J for identification of the "Position Qualifications").

H.12 RESERVED**H.13 Automatic Data Processing Equipment (ADPE) Leasing (DEC 1991)**

(a) If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral

right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.

(b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer under the terms of this provision.

H.14 Rights to Proposal Data (APR 1984)

Pursuant to the Section I clause entitled "Rights to Proposal Data" the following portions of the contractors proposal is listed as proprietary data:

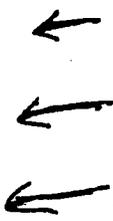
Contractor's proposal dated:

Page numbers of proprietary data within the Contractor's proposal: [Direct & Fully Burdened Hourly Labor Rates, Section B and OCI Mitigation/Avoidance Plan and OCI Disclosures attached to section J.]

H.15 Required Key Personnel (APR 2005)

Pursuant to the Section I clause entitled "Key Personnel," the Contractor's key personnel are as follows:

NAME	TITLE	LEVEL OF EFFORT
[]	Partner - Project Manager	Up to 33% for Years 1 through 10.
[]	Partner - License Preparation Manager	Up to 100% for Years 1 and 2; Up to 50% for years 3 through 4; Up to 25% for Years 5 through 10.
[]	Partner - License Defense Manager	Up to 25% for Year 1; Up to 50% for Year 2; Up to 100% for Years 3 through 10.



The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance of any diversion or substitution of any of these individuals. That period of time shall not be less than thirty (30) days. Nothing in this clause H.15 shall be deemed to prohibit Contractor's personnel identified as Key Personnel from performing managerial or administrative tasks for Contractor or from providing legal services for other clients of Contractor so long as the level of support required hereunder is not adversely affected. Such tasks and the performance of such services for other clients shall not be deemed to be a "diversion" for purposes of this clause or clause I.8.

Requests for a substitution of named individuals will be processed in accordance with the following procedure:

- 1) Requests for substitution will be requested in writing to the Contracting Officer. Contractor will request substitution(s) 30 calendar days in advance of the requested effective date for substitution of named personnel.

2) Requests shall include the date an existing individual is leaving and the proposed date for substitution of a replacement individual.

3) Rates for any such replacement individuals shall be those prescribed by Clauses B.4 and B.8.

H.16 Ordering Procedure (DEC 1996)

Performance under this contract shall be subject to the following ordering procedure:

(a) The Contractor shall incur costs under this contract only in the performance of Task Assignments and revisions to Task Assignments issued in accordance with this ordering procedure. No payment will be made for other work performed without the express written consent of the Contracting Officer (CO) or designee.

(b) From time to time during the period of performance of this contract, Task Assignments will be issued in writing by the Contracting Officer or designee to the Contractor designating (1) the task to be performed; (2) the schedule of performance; (3) authorized travel; and (4) any Government-furnished property. Such Task Assignments will specify deliverables and required delivery dates. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation as appropriate. If appropriate, based on 48 CFR 945, property which is Government-furnished or Contractor acquired will also be listed in the property schedules of this contract as well as in the individual Task Assignments.

(c) Task Assignments will be issued on forms specified and provided by the Government. Task Assignments will be numbered. A revision to a Task Assignment will be identified by an alpha designation following the existing Task Assignment number indicating the revision sequence.

(d) The Contractor shall submit within ten (10) calendar days, after receipt of each Task Assignment issued by the Contracting Officer or designee, a Contractor Task Plan on forms specified and provided by the Government. The Task Plan is the Contractor's overall estimate for the completion of the Task Assignment and shall include the following:

- (1) Date of commencement of work, and any necessary revision to the schedule of performance.
- (2) Direct Productive Labor Hours (DPLH), both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total DPLH, including those in (4) below, estimated to complete the task.
- (3) The travel and material estimate.
- (4) An estimate for subcontractors and consultants; including the DPLH, if applicable.
- (5) Estimated computer use time required, if applicable.

- (6) Other pertinent information, inter-divisional transfers, etc.
- (7) The total estimated amount for completion of the Task Assignment.
- (e) The Contractor's Task Plan is subject to the review and acceptance of the Contracting Officer or designee. After a Task Assignment is issued, if any revision becomes necessary to the estimated amount (more than + or - 10% variance), or level-of- effort (more than + or - 10% variance), the Contractor shall promptly submit to the Contracting Officer or designee a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are also subject to the review of the Contracting Officer.
- (f) This ordering procedure is of a lesser order of precedence than the "Payments Under Time-and-Materials and Labor-Hour Contracts," "Funding," "Term of Contract," or "Level of Effort" clauses of the contract. The Contractor is not authorized to incur costs on Task Assignments which are not in compliance with any of those clauses of the contract.

H.17 Level of Effort (JUL 1991)

- (a) In the performance of Task Assignments issued pursuant to the ordering procedure of this contract, the Contractor shall provide that estimated total of Direct Productive Labor-Hours (DPLH) which is specified in Part I, Section B, during the term of the contract. The term of the contract is defined as the total contract period, including all exercised options. Direct Productive Labor-Hours (DPLH) are defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences.
- (b) During the term of this contract, if additional DPLH are required to complete the term, the Contractor agrees to provide the required DPLH at the same labor rates negotiated for that year of the contract in which they were provided.
- (c) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the other clauses of the contract.
- (d) There are no clerical hours as part of the contract DPLH. The DPLH in Part I, Section B, does not include clerical hours because the contractor's accounting system does not charge clerical hours as direct costs. All clerical hours are accumulated into indirect expense pool(s); therefore, clerical labor costs will not be billed as direct costs by the contractor. If clerical hours are billed as direct costs by the contractor, those costs will be considered unallowable and will not be reimbursed by the Government.

H.18 Payment (JUL 1991)

- (a) Payment shall be made for DPLH provided in accordance with Part II, Section I, clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts".
- (b) Pursuant to Part II, Section I, clause entitled "Payments under Time-and-Materials and

Labor-Hour Contracts," the Contracting Officer shall withhold 5 percent of the amount due for provision of DPLH, but the total amount withheld will not exceed \$

(c) Reimbursement for travel under this contract will be at cost and consistent with the U.S. Government Travel Regulations.

(d) All costs incurred for acquisition of materials, travel or other direct items or services will be reimbursed at actual costs (no profit) plus allocable indirect costs in accordance with the contractor's accounting system.

(e) Subcontractors shall be compensated under this contract in accordance with the following:

(1) Subcontractors providing DPLH will be paid the fixed rate per DPLH specified in Section B, clause entitled "Direct Labor Rates", for the category of labor provided.

(2) All other subcontracts will be compensated for supplies or services provided on a reimbursable basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts," located in Part II, Section I.

H.19 Funding (JUL 1991)

(a) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the ceiling price specified in the Schedule. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(c) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer, in writing, of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(d) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request, the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(e) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The Government is not obligated to compensate the Contractor for DPLH or other direct items or services provided in an amount which exceeds the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue providing DPLH under this contract (including actions under the Termination clause of the contract) or incur costs in excess of the amount then allotted to the contract by the Government until the Contracting Officer notifies the Contractor, in writing, that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(f) The ceiling price shall be increased to the extent that the amount allotted by the Government exceeds the ceiling price specified in the Schedule.

(g) No notice, communication, or representation in any form other than that specified in subparagraph (e)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to compensate the Contractor for performing any work in an amount which exceeds the total amount allotted by the Government to this contract, whether that excess amount arose during the course of the contract or as a result of termination.

(h) When and to the extent that the amount allotted by the Government to the contract is increased, the Contractor shall be entitled to compensation for DPLH and other direct items or services provided before the increase in an amount which exceeds the amount previously allotted by the Government to the same extent as if the DPLH and other direct items or services were provided afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(i) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(j) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

H.20 Subcontracting Reporting Submission Requirements (March 2000)

In accordance with Federal Acquisition Regulation (FAR) clause 52.219-9 entitled "Small Business Subcontracting Plan" or an alternate which is included in this contract, contractors shall submit Standard Form 294, Subcontracting Report for Individual Contracts semi annually and

Standard Form 295, Summary Subcontract Report annually based on the mid-point and end of the Government's fiscal year. These reports shall be submitted to the Contracting Officer electronically by entering the data required using the Web-based Subcontracting Reporting System (SRS) at <http://www.pr.doe.gov/srs/>. An SRS Handbook is available at <http://www.pr.doe.gov/pr3.html>. Failure to submit the reports on schedule is considered a contract breach and may result in the withholding of fee or other payments until such time as the report is properly prepared, submitted and accepted by the Contracting Officer. In addition, in accordance with FAR 15.304 when an acquisition is competitively awarded, an offeror's past performance (including the submission of subcontract reports) shall be considered in making award decisions.

H.21 RESERVED

H.22 Access To DOE-Owned Or Leased Facilities (OCT 2005)

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

H.23 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (OCT 2005)

The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

H.24 INCURRING OF COSTS WHILE IN TRANSIT

The Contractor, subcontractor(s) and contractor consultant(s) will charge the Department of Energy for time in transit between locations in accordance with Section 5.2(c) of Appendix A to CFR 719, which provides:

"Travel time may be reimbursed at a full rate for the portion of time during which retained legal counsel actually performs work for which it was retained: any remaining travel time during normal working hours shall be reimbursed at 50%, except that in no event is travel time for time during which work is performed for any other client reimbursable. Also, for long distance travel that could be completed by various methods of transportation, i.e., car, train or plane, only the charge for the overall fastest travel time will be considered reasonable." For purposes of this requirement, Contractor's normal working hours shall be 7:00 am through 7:00 pm, Sunday through Saturday, based on the time zone where travel was initiated. For Contractor's personnel traveling to and from Washington, D.C. and Las Vegas, transportation costs incurred for air flights that do not exceed standard coach class fares will be deemed reasonable if the flight originates or terminates in or near the Washington, D.C. metropolitan area.

In no event will the Contractor be compensated for travel time involving intra-city travel from Contractor's offices to a Department of Energy Facility or the facility of another Department of Energy contractor.

H.25 ORGANIZATIONAL CONFLICTS OF INTEREST

In addition to Clause I.55, the following will apply to the Contractor:

In order to ensure that DOE is aware of any matter that might be considered to be an apparent, potential or actual organizational conflict of interest, the Contractor was required to disclose prior to award of the contract, and is required to disclose on a continuing basis throughout the period this Contract is in effect, any matter that Contractor believes could be considered an apparent, potential or actual organizational conflict of interest. For purposes of this clause, an apparent organizational conflict of interest means work by the Contractor that could reasonably be expected to give the appearance of a potential or actual organizational conflict of interest. Applicable pre-award disclosure requirements, post-award disclosure reporting requirements, and conflict of interest requirements are set forth herein and in Clause I.55. These requirements are separate from and not a waiver of, or substitute for, any otherwise applicable legal ethics requirements.

"Work," as used in this clause, refers to any activity, whether paid or unpaid, including but not limited to advising, counseling, representing, advocating or lobbying.

"Department" and "DOE" as used in this clause refers to all elements of the Department of Energy, except for the Federal Energy Regulatory Commission.

In addition, Clause H.25 of this contract contains a requirement for the Contractor to implement and maintain an Organizational Conflict of Interest Mitigation Plan, which will detail the screening mechanisms in place to maintain the confidentiality and segregation of information and work related to this contract when screening is required.

Subject to its obligations under the federal Freedom of Information Act and other applicable law, the Department will maintain as confidential the disclosures that Contractor makes under this

clause and Clause L55.

A. Pre-Award Disclosure Requirements

The Contractor was required to disclose prior to contract award the following information so that DOE could determine whether there was an apparent, potential or actual organizational conflict of interest. The disclosure made by the Contractor dated September 24, 2007, as updated within 15 days of contract award, will constitute compliance with this provision, and will satisfy the requirements of subsections (b) and (c) of Clause K.18, entitled "Organizational Conflict of Interest Disclosure," of this contract:

1. Any work it has performed within the last 12 months or is performing for any organization or individual where such work involves matters factually, commercially or legally related to the Yucca Mountain repository licensing.
2. Any work it has performed within the last 12 months or is performing for any organization or individual where such work is factually, commercially or legally related to the Standard Contract for Disposal of Spent Nuclear Fuel and/or High-Level Radioactive Waste (10 CFR 961).
3. Any work (including but not limited to any pending action, litigation or otherwise) it has performed within the last 12 months or is performing for any organization or individual, where such work involves matters (i) potentially adverse to DOE; or (ii) in which the DOE otherwise has a significant interest of which the Contractor should reasonably be expected to know or of which DOE has made a disclosure to the Contractor. This would include, but is not limited to, matters involving the Nuclear Waste Policy Act, or the management, storage, transportation or disposal of spent nuclear fuel, high-level waste, waste from reprocessing spent nuclear fuel, Greater Than Class C waste, or any other waste that DOE has disclosed to the Contractor may potentially be disposed in a geologic repository developed under the Nuclear Waste Policy Act.
4. Any pending litigation in which it is representing any organization or individual (i) in which DOE is a named party, a disclosed real party in interest, or a participant, or (ii) in which the DOE otherwise has a significant interest of which the Contractor should reasonably be expected to know or of which DOE has made a disclosure to the Contractor.
5. Any work it has performed within the last 12 months or is performing for any agency, subdivision or other instrumentality of the State of Nevada, the City of Las Vegas, any county or locality in Nevada or Inyo County California or any affected Indian tribe as defined in the Nuclear Waste Policy Act. DOE has provided Contractor with a current list of affected Indian tribes within the meaning of the Nuclear Waste Policy Act and shall update such list from time to time as appropriate.
6. Any work it has performed within the last 12 months or is performing for any management and operating or management and integration contractor of the DOE, as identified by DOE and communicated to the Contractor.

7. Any work, not included in items 1-6, it has performed within the last 12 months or is performing that it believes in good faith and after reasonable investigation could be considered an apparent, potential or actual organizational conflict of interest.

Information responsive to items 1-7 may be disclosed initially to DOE, where appropriate, in categorical or general terms, without reference to specific clients, where the Contractor believes such form of disclosure is sufficient to apprise DOE fully of the nature of the work being discussed; provided that, as reasonably requested by DOE, the Contractor shall make more specific disclosures.

B. Post-Award Disclosure Reporting Requirements

During the period this Contract is in effect:

1. Contractor is required, on a continuing basis, to update its disclosure pursuant to A.1-A.7 and to correct any omissions in the disclosure submitted prior to contract award, except as otherwise notified or confirmed in writing by the Contracting Officer.

2. Prior to undertaking any work not previously disclosed to DOE and consented to by DOE, the Contractor will undertake in good faith a reasonable and diligent investigation to determine whether the work falls within the scope of A.1-A.7 of this Clause. Prior to accepting any such work, the Contractor shall disclose this information to the Contracting Officer in writing. Such disclosure shall include a description of any action that the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting apparent, potential or actual conflict of interest, including actions taken in accord with the Organizational Conflict of Interest Mitigation Plan, incorporated by reference at Clause J.1 of this Contract.

3. Upon receipt of written disclosure from the Contractor described in B.2 above, the Contracting Officer will notify Contractor within ten working days whether the work is of a nature that DOE desires Contractor to continue to disclose future new work of the same kind. If it is, the Contracting Officer will further notify Contractor within the same time period whether the new work constitutes an apparent, potential or actual conflict of interest and, if so, whether the Contractor's proposed mitigation plan is acceptable. Both parties shall cooperate in this assessment. If requested by the Contractor on the basis of an identified good cause, the Contracting Officer shall endeavor to complete this assessment within five working days, and in exceptional circumstances where the nature of the new work requires a more rapid response by the Department, the Contractor may consult with the Contracting Officer by telephone or in person to obtain expedited agreement with respect to disclosure and any mitigation measures. For work that is required to be disclosed solely because of A.3(ii) or A.4(ii), the Department will not withhold acceptance of a proposed mitigation plan so long as the proposed plan includes (i) a requirement that none of the lawyers working under this Contract shall participate in such new work absent prior consent from DOE and (ii) a commitment to implement whatever additional mitigation measures the Department may reasonably require. For work required to be disclosed solely because of A.3(ii) or A.4(ii), absent agreement by the Contractor, a prohibition against Contractor's undertaking the work shall not be a reasonable additional mitigation measure.

C. Organizational Conflict of Interest Requirements

Notwithstanding any other provision of this contract clause and subject to and in accordance with the requirements of Clause L55, during the period this Contract is in effect:

1. The Contractor will not perform any work where such work for any organization or individual directly involves matters factually, commercially or legally related to the Yucca Mountain repository licensing.
2. The Department confirms it has waived any organizational conflict of interest relating to Contractor's continued representations of the clients involving Standard Contracts for Disposal of Spent Nuclear Fuel, both as to currently operating nuclear plants and as to future nuclear plant applicants, including litigation, as set forth by Contractor in its September 24, 2007 disclosure. DOE agrees that the Contractor may perform the same type work for current Contractor clients specifically identified in the Contractor's letter of September 24, 2007 and its OCI Mitigation Plan. Any work of a different type than previously disclosed relative to current clients, or work that may reasonably fall within the scope of A.1-A-7 of this clause relative to new clients shall be handled pursuant to the procedures set forth in Section B.

D. Legal Ethical Requirements

1. The Organizational Conflict of Interest Mitigation Plan shall include procedures to meet the Contractor's legal ethical requirements with respect to representation of the Department in the NRC licensing proceeding for a nuclear waste repository at Yucca Mountain.
2. Prior to undertaking any work not previously disclosed to DOE and consented to by DOE, Contractor shall seek the Department's consent to the Contractor's representation for the reasons and in the manner set forth in B. and C. of this clause.

H.26 Location of Contractor

It is anticipated that a significant portion of the work to be performed under this contract will require that it be performed by the Contractor in the Las Vegas, Nevada area and the Washington, D.C. area. The Contractor is expected to provide personnel as necessary for successful performance of the contract in the Las Vegas, Nevada area and/or in the Washington, D.C. area. DOE will provide office space and approved administrative assistance in the Las Vegas area and in the Washington, D.C. area as reasonably needed by the Contractor; however, the Contractor is expected to work with the COR to investigate ways to economize on travel, housing, office space and other expenses related to the location of work in the Las Vegas, Nevada area or in the Washington, D.C. area.

H.27 Reporting Requirements.

See Clause G.3 for reporting requirements for submitting invoices.

The Contractor shall report to and be responsible to the Office of General Counsel. The Project Manager of the Contractor is responsible for reporting on the status of activities under the contract to the COR on a regular, real-time basis (at a minimum of once a week). The Project Manager is also responsible for reporting to the COR on matters related to the Staffing and Resource Plan required under Clause C.2 on a routine basis to ensure the plan is adequate and appropriate as written.

H.28 Local Taxes and Levies

In addition to compensation based on the hourly labor rates set forth in Section B, clause entitled "Direct Labor Rates," the Contractor shall be reimbursed for any state or local fees, levies, or taxes (other than taxes imposed on net income) that may be imposed on the Contractor as the result of this contract or in connection with the performance of the services hereunder by the Contractor's personnel who may be located in Nevada.

H.29 Flowdown of OCI Clause

Any work performed by subcontractors and consultants is being undertaken on behalf of the Department of Energy. In addition to flowing down all applicable OCI provisions, the Contractor shall ensure that any subcontractors and consultants recognize DOE as the ultimate client in this matter for attorney ethics and conflicts purposes.

H.30 Common Interest

The Contractor shall report to and be responsible to the Office of General Counsel. Subject to the direction of the COR, the Contractor will work as part of the DOE legal team with DOE's Office of Civilian Radioactive Waste Management (OCRWM) and its contractor and subcontract personnel in preparing and defending the license application. The Contractor shall treat DOE elements and DOE contractors and subcontractors as having the same common interest.

H.31 Contractor Legal Management Requirements

This contract is subject to the applicable requirements of 10 CFR Part 719, Contractor Legal Management Requirements.

H.32 Communications

All formal communications regarding contract administration and formal reporting will be handled as prescribed in Clause D.3, Clause G.1 and elsewhere herein. These formal documentation requirements regarding contract administration and formal reporting are not intended to require that the CO or COR be copied on all written or electronic

communications between Contractor and the Department of Energy and on all communications between the Contractor and the Department's contractors. However, nothing in this clause will be construed to limit the obligation of the Contractor to communicate with the COR on a real time basis and to provide all communications and other documents that are reasonably necessary to keep the COR thoroughly informed regarding activities under the contract. Furthermore, the CO and the COR reserve the right to require the submission to the CO of a copy of any written or electronic communication.

H.33 Subcontracting Reporting Submission Requirements (March 2000)

In accordance with Federal Acquisition Regulation (FAR) clause 52.219-9 entitled "Small Business Subcontracting Plan" or an alternate which is included in this contract, contractors shall submit Standard Form 294, Subcontracting Report for Individual Contracts semi annually and Standard Form 295, Summary Subcontract Report annually based on the mid-point and end of the Government's fiscal year. These reports shall be submitted to the Contracting Officer electronically by entering the data required using the Web-based Subcontracting Reporting System (SRS) at <http://www.pr.doe.gov/srs/>. An SRS Handbook is available at <http://www.pr.doe.gov/pr3.html>. Failure to submit the reports on schedule is considered a contract breach and may result in the withholding of fee or other payments until such time as the report is properly prepared, submitted and accepted by the Contracting Officer. In addition, in accordance with FAR 15.304 when an acquisition is competitively awarded, an offeror's past performance (including the submission of subcontract reports) shall be considered in making award decisions.

H.34 RESERVED.

H.35 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (OCT 2005) (SEE H.23)

The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9(i) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

H.36 PRICE-ANDERSON INDEMNIFICATION (AUG 2007)

Notwithstanding any other provisions of this contract, the Price-Anderson Act, including, without limitation the indemnity specified in section 170d. of the Atomic Energy Act, as amended, shall be the exclusive means for dealing with legal liability and costs incurred by the Contractor because of a nuclear incident or precautionary evacuation resulting from an activity under this contract

H.37 INSURANCE AND REIMBURSEMENT FOR LEGAL AND INCREASED INSURANCE COSTS DIRECTLY ATTRIBUTABLE TO PERFORMANCE OF THIS CONTRACT (SEP 2007)

- (a) The Contractor shall provide and maintain all adequate insurance necessary to perform this Contract, e.g., insurance normally carried by a prudent law firm engaged in representation of this type and magnitude.
- (b) The cost of such insurance will be the sole responsibility of the Contractor, and shall not be considered an allowable other direct cost, except as provided in subparagraph (e) of this Clause.
- (c) The Government's liability under paragraph (e) of this Clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this Contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.
- (d) The Government shall not be liable for any liabilities incurred by Contractor (and expenses incidental to such liabilities) for which (i) the Contractor is otherwise responsible under the terms of any other Clause of this Contract; (ii) the Contractor has failed to insure or to maintain insurance as required by this Contract; or (iii) that result from gross negligence, willful misconduct or lack of good faith on the part of the Contractor and/or any Contractor directors, partners, shareholders, managers, or staff.
- (e) If any suit, action or claim ("claim") is filed against the Contractor relating to its work under this Contract, DOE will, in good faith, consider the reimbursement of costs incurred by the Contractor related to that claim. Costs shall only be reimbursable to the extent that they are reasonable, incurred solely due to a claim filed against the Contractor, represent the actual costs to Contractor, and are incurred by the Contractor during the period of performance of this Contract. The actual cost of defending against a claim may be reimbursable to the Contractor, assuming that the risk of such claim is uninsured or is insured for less than the amount claimed. In the case of an increase in insurance premium, such costs shall

only be reimbursable where the increase in cost is solely attributable to a claim filed against the Contractor. Insurance administration expenses or other indirect costs related to the claim will not be considered an allowable expense.

- (f) If a claim is filed against the Contractor relating to its work under this Contract, the Contractor shall: (i) immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received; (ii) authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of liability claimed exceeds the amount of coverage; and (iii) authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any claim, if required by the Government, when the liability is not insured or otherwise covered. The Contractor may, at its own expense, be associated with the Government representatives in any such claim.

SECTION I - CONTRACT CLAUSES

- L1 52.202-1 Definitions. JUL 2004
 L2 52.203-3 Gratuities. APR 1984
 L3 52.203-5 Covenant Against Contingent Fees. APR 1984
 L4 52.203-7 Anti-Kickback Procedures. JUL 1995
 L5 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.
 JAN 1997
 L6 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. JAN 1997
 L7 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. SEP 2005
 L8 52.204-4 Printed or Copied Double-Sided on Recycled Paper. AUG 2000

L9 52.204-9 Personal Identity Verification of Contractor Personnel. (NOV 2006) (to "L9 52.204-9 Personal Identity Verification of Contractor Personnel. (NOV 2006)" ¶ 2)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

- L10 52.208-1 Reserved.
 L11 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. SEP 2006
 L12 52.215-2 Audit and Records - Negotiation. (JUN 1999) - Alternate III JUN 1999
 L13 52.215-8 Order of Precedence - Uniform Contract Format. OCT 1997
 L14 52.219-8 Utilization of Small Business Concerns. MAY 2004
 L15 52.219-9 Small Business Subcontracting Plan. SEP 2006
 L16 52.219-14 Limitations on Subcontracting. DEC 1996
 L17 52.222-3 Convict Labor. JUN 2003
 L18 52.222-26 Equal Opportunity. MAR 2007
 L19 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. SEP 2006
 L20 52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998
 L21 52.222-47 Reserved
 L22 52.223-6 Drug-Free Workplace. MAY 2001
 L23 52.223-14 Toxic Chemical Release Reporting. AUG 2003
 L24 52.224-2 Privacy Act. APR 1984
 L25 52.227-14 Rights in Data - General. JUN 1987
 L26 52.229-3 Federal, State, and Local Taxes. APR 2003
 L27 52.229-5 Reserved
 L28 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. FEB 2007

- I.29 52.232-9 Limitation on Withholding of Payments. APR 1984
- I.30 52.232-25 Prompt payment. OCT 2003
- I.31 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration.
OCT 2003
- I.32 52.233-1 Disputes. JUL 2002
- I.33 52.233-3 Protest after Award. AUG 1996
- I.34 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. APR 1984
- I.35 52.242-1 Notice of Intent to Disallow Costs. APR 1984
- I.36 52.242-13 Bankruptcy. JUL 1995
- I.37 52.245-1 Government Property. JUN 2007
- I.38 52.249-1 Termination for Convenience of the Government (Time and Materials(Fixed-Price) (Short Form). APR 1984
- I.39 FAR 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JULY 1999) DEVIATION
- I.40 952.202-1 Definitions.

I.41 52.204-7 Central Contractor Registration. (JUL 2006)

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

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

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

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

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during

performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

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

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

(1) An offeror may obtain a DUNS number--

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

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(d) If the Offeror does not become registered in the CCR database in the time prescribed

by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

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

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

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

2423, or 269-961-5757.

I.42 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products. (AUG 2000)

(a) Definitions. As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to [Contracting Officer complete in accordance with agency procedures].

I.43 52.237-3 Continuity of Services. (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

L.44 52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

I.45 52.244-6 Subcontracts for Commercial Items. (MAR 2007)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39.

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

L46 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

L47 52.253-1 Computer Generated Forms. (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

L48 SECTION I - CONTRACT CLAUSES

L49 DEAR 952.204-74 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (Deviation) (APR 1999)

(a) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean DOE contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean

subcontract.

- (b) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect the information provided in the Certificate Pertaining to Foreign Interests and its supporting data. Further, 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.
- (c) In those cases where a contractor has changes involving FOCI, the DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the Department shall consider proposals made by the contractor to avoid or mitigate foreign influences.
- (d) If the contracting officer at any time determines that the contractor is, or is potentially, subject to FOCI, the contractor shall comply with such instructions as the contracting officer shall provide in writing to safeguard any classified information or special nuclear material.
- (e) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (e) in all subcontracts under this contract that will require access authorizations for access to classified information or special nuclear material. Additionally, the contractor shall require such subcontractors to submit a completed SF328, to the DOE Office of Safeguards and Security (marked to identify the applicable prime contract). Such subcontracts or purchase orders shall not be awarded until the contractor is notified that the proposed subcontractors have been cleared. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.
- (f) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by DOE to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.
- (g) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the employee security clearances required by the contract. This clause shall not operate as a limitation on DOE's rights, including its rights to terminate this contract.
- (h) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates an FOCI 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 FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

L50 Lobbying Restriction (Energy and Water Act 2006)

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

L51 952.203-70 Whistleblower Protection for Contractor Employees. (DEC 2000)

(a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

L52 952.204-2 Security. (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 in effect on the date of award.

(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 12356 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 12356, 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. 12356.)

(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 FOCI 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 FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

L53 952.204-70 Classification/Declassification. (SEP 1997)

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification

guidance which reflect decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

I.54 952.204-72 Disclosure of information. (APR 1994)

(a) It is mutually expected that the activities under this contract will not involve classified information. It is understood, however, that if in the opinion of either party, this expectation changes prior to the expiration or terminating of all activities under this contract, said party shall notify the other party accordingly in writing without delay. In any event, the contractor shall classify, safeguard, and otherwise act with respect to all classified information in accordance with applicable law and the requirements of DOE, and shall promptly inform DOE in writing if and when classified information becomes involved, or in the mutual judgment of the parties it appears likely that classified information or material may become involved. The contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of this contract respecting termination for the convenience of the Government shall apply.

(b) The contractor shall not permit any individual to have access to classified information except in accordance with the Atomic Energy Act 1954, as amended, Executive Order 12356, and DOE's regulations or requirements.

(c) The term "Restricted Data" as used in this article means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or 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.

1.55 952.209-72 Organizational conflicts of interest. (JUN 1997)

(a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of (Contracting Officer see DEAR 9.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies,

reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

L56 952.204-76 Conditional Payment of Fee or Profit--Safeguarding Restricted Data and Other Classified Information. JAN 2004

L57 952.204-73 Facility Clearance. MAY 2002

L58 952.209-72 Organizational conflicts of interest. (JUN 1997) [DUPLICATE]

(a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of (Contracting Officer see DEAR 9.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in

any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance

of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

(f) Subcontracts. (1) The contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the contractor. If the conflict cannot be avoided or neutralized, the contractor must obtain the approval of the DOE contracting officer prior to entering into the subcontract.

L59 952.245-5 Government property (cost reimbursement, time-and-materials, or labor-hour contracts.)

Modify FAR 52.245-5 by adding "and DOE Acquisition Regulation Subpart 945.5" after the reference to FAR Subpart 45.5 in paragraphs (e)(1) and (e)(2) of the clause.

L60 970.5223-4 Workplace Substance Abuse Programs at DOE Sites. (DEC 2000)

(a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program based on the Contractor's current program.

(b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts. (1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR part 707.

(2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

SECTION J - LIST OF ATTACHMENTS

J.1 SECTION J - List of Attachment

Letter dated September 24, 2007 from Partner, Morgan, Lewis & Bockius, LLP to Contracting Officer Representative, U.S. Department of Energy, providing the following with respect to Contract No. DE-AC01-07GC30822:

- (1) Organizational Conflict of Interest (OCI) Avoidance/Mitigation Plan Concerning Legal Assistance to DOE Pursuant to Contract No. DE AC01-07GC30822; and
- (2) Response to Pre-Award Disclosure Requirements.

ATTACHMENT A

**Proposed Waiver Letter, Internal Screening Memorandum and
Standard Contract Client List**

Morgan Lewis
COUNSELORS AT LAW

Morgan, Lewis & Bockius LLP

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www.morganlewis.com

Contains Commercial and Financial
Information of Morgan Lewis that is
Exempt from Disclosure, Pursuant to
10 CFR § 1004.11

September 24, 2007

Attachment to section J of DE-AC01-07GC30822

Contracting Officer Representative
U.S. Department of Energy
Headquarters Procurement
Services Divisions B (MA-642.1)
1000 Independence Avenue, S.W.
Washington, DC 20585-1615

Attention: DE-AC01-07GC30822

Re: (1) Organizational Conflict of Interest (OCI) Avoidance/Mitigation Plan Concerning Legal Assistance to the Department of Energy (DOE) Pursuant to Contract No. DE AC01-07GC30822; and (2) Response to Pre-Award Disclosure Requirements

The above-referenced contract requires that Morgan Lewis make certain pre-award disclosures, in accordance with section H.25, to update such disclosures within 15 days of contract award, and provide a plan to avoid or mitigate organizational conflicts of interest (Plan). This letter provides such a disclosure and Plan.

A. Pre-award Disclosures in Accordance With Section H. 25A

This provides Morgan Lewis' response to section H. 25A. "Pre-Award Disclosure Requirements" in contract DE-AC01-07GC30822. Morgan Lewis is able to render impartial assistance and advice to the Government, its objectivity in performing the contract work is not impaired, and it does not have an unfair competitive advantage by reason of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. In support of this statement, and as requested, Morgan Lewis is providing information on all current, planned (if any) and past (within the past twelve months) representations as required under section H. 25A. DOE's requested areas of disclosure and Morgan Lewis' responses are provided below:

Contracting Officer Representative
U.S. Department of Energy
September 24, 2007
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Morgan Lewis
COUNSELLORS AT LAW

1. Any work it has performed within the last twelve months, or is performing for any organization or individual where such work involves matters factually, commercially or legally related to the Yucca Mountain repository licensing.

Morgan Lewis has periodically advised numerous clients, including the Nuclear Energy Institute, in the past on matters involving the Nuclear Waste Policy Act, spent nuclear fuel, high-level waste and other related matters; however, such work over the past twelve months has not related factually, commercially or legally to the Yucca Mountain Repository licensing.

In 2001, Morgan Lewis did provide legal services to DOE related to allegations involving the quality assurance program at Yucca Mountain under Contract No. DE-AC08-01RW12154.

Morgan Lewis has no current or planned representations of other clients involving Yucca Mountain Repository licensing and, if selected, Morgan Lewis will not accept such representations.

2. Any work it has performed within the last twelve months, or is performing for any organization or individual where such work is factually, commercially or legally related to the Standard Contract for Disposal of Spent Nuclear Fuel and/or High-Level Radioactive Waste (10 C.F.R. 961).

Morgan Lewis currently performs work that is factually, commercially and legally related to the standard contract for disposal of spent nuclear fuel, including litigation, in connection with spent nuclear fuel disposal claims against DOE, for the following clients (the "Standard Contract Clients"):

- a. Arizona Public Service Company
- b. Constellation Energy Group and affiliates
- c. Dominion Resources and affiliates
- d. []
- e. Entergy and affiliates
- f. []
- g. FirstEnergy Corp. and affiliates
- h. General Atomics Company
- i. General Electric Company
- j. Interstate Power & Light
- k. Portland General Electric Co
- l. Progress Energy and affiliates
- m. Southern California Edison Company
- n. []



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Contracting Officer Representative
U.S. Department of Energy
September 24, 2007
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The interests of DOE and the interests of the Standard Contract Clients set forth above are not adverse with respect to the licensing of a high-level waste repository at Yucca Mountain, and Morgan Lewis will continue to provide legal advice to the Standard Contract Clients on all matters that are factually, commercially or legally related to the Standard Contract for disposal of spent nuclear fuel and high-level radioactive waste, including litigation.

Morgan Lewis also will advise clients pursuing applications for new nuclear plants relative to the standard contract, as well as other financial incentive programs under the Energy Policy Act of 2005 that are administered by the DOE. Any potential conflict of interest has been satisfied through mutual disclosures, waivers and consents further addressed in this letter.

3. Any work (including but not limited to any pending action, litigation or otherwise) it has performed within the last twelve months, or is performing for any organization or individual, where such work involves matters (i) potentially adverse to DOE; or (ii) in which the DOE otherwise has a significant interest of which the contractor should reasonably be expected to know or of which DOE has disclosed to the Contractor. This would include, but is not limited to, matters involving the Nuclear Waste Policy Act, or the management, storage, transportation or disposal of spent nuclear fuel, high-level waste, waste from reprocessing spent nuclear fuel, Greater Than Class C waste, or any other waste that DOE has disclosed to the Contractor may potentially be disposed in a geologic repository developed under the Nuclear Waste Policy Act.

Morgan Lewis represents or has represented within the last twelve months, the following clients on matters unrelated to Yucca Mountain Repository Licensing, but where it has performed work which involves matters that are potentially adverse to DOE, or in which DOE may have a significant interest, i.e. an "affected party."

<u>Client</u>	<u>Matter</u>	<u>Status</u>
1.	Sole source procurement for decontamination and decommissioning of gaseous diffusion plants	- Open
2.	its decommissioning; DOE Global Nuclear Energy Partnership and proposed	- Open



uranium enrichment
facility

- 3. - False Claims Act litigation in the U.S. District Court for the Eastern District of Arkansas - Open
- 4. - Advice on potential loan guarantee applications for an advanced nuclear reactor and for pollution control equipment - Open
- 5. - NRC combined operating license advice; advice on cooperative agreement with DOE - Open
- 6. - DOE OI investigation; potential acquisition of DOE-owned depleted uranium tails - Open
- 7. - Intellectual property matters; design certification - Open
- 8. - Advice regarding an application to DOE for a specific authorization pursuant to 10 CFR Part 810 - Open
- 9. - Advice regarding an application to DOE for a grant, pursuant to - Open

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10 CFR Part 600

- 10. - Advice regarding an application for a patent waiver, pursuant to 10 CFR Part 784 - Open
- 11. - Advice regarding preparation of responses to DOE requests for proposals and expressions of interest concerning DOE contracts and programs; advice concerning issues arising under existing DOE contracts and subcontracts - Open
- 12. - Advice concerning matters arising under the Price Anderson Amendments Act and other issues concerning performance of DOE contracts - Open
- 13. - Advice concerning preparation of DOE requests for proposals. Advice concerning performance of DOE contracts and subcontracts.
- 14. - Advice concerning applicability of general/specific authorizations pursuant



- to 10 CFR Part 810.
- 15. - DOE consents to intellectual property (IP) waivers; advice on SECA solicitation Open
 - 16. - Advice on reimbursement from DOE for [] New York clean-up costs Closed
 - 17. - Advice on GNEP Closed
 - 18. - Advice on 10 CFR Part 851 implementation Closed
 - 19. - Advice concerning DOE's Advanced Inverter and Energy Management System Funding Opportunity Announcement Open

We represent or have represented various other clients in matters in which DOE is not adverse but is considered to be an affected party. The types of matters in which we represent such clients include, among other things, labor and employment matters, employee discrimination claims under Section 211 of the Energy Reorganization Act, employee benefits issues, regulatory or contractual advice to DOE Contractors, NRC Licensing Advice, and Litigation.

Additional Clients Where DOE Was Affected Party In the Last 12 Months

<u>Client</u>	<u>Matter</u>	<u>Status</u>
1. []	- Labor and Employment Matters	- Open
2. []	- NRC Licensing []	- Open

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|-----|---|----------|
| 3. | - Labor and Employment matters | - Open |
| 4. | - NRC Combined Operating License Advice | - Open |
| 5. | - ISFSI Contract [] | - Open |
| 6. | - Price Anderson Advice [] | - Closed |
| 7. | - Standby support delay risk insurance program for new nuclear plants | - Open |
| 8. | - Advice on Technology and E-commerce matters | - Open |
| 9. | - Labor and Employment matters | - Open |
| 10. | - Advice regarding DOE's Part 810 Rules | - |

4. Any pending litigation in which it is representing any organization or individual (i) in which DOE is a named party, a disclosed real party in interest, or a participant, or (ii) in which the DOE otherwise has a significant interest of which the Contractor should reasonably be expected to know or of which DOE has made a disclosure to the Contractor.

In *Kalodner v. Bodman*, Civ. No. 06-818 (D.D.C.), Morgan Lewis represented four co-defendants: Public Service Electric and Gas Co., Florida Power Corp., Eastman Chemical Co., and General Motors. The plaintiff sought a "common fund" attorney fee from DOE or, if barred from collecting it from DOE, from a putative defendant class of recipients of refunds collected by DOE from producers and resellers of crude oil on the basis of violations of crude oil price regulations in

effect from August 1973 through January 1981. There were also separate lawsuits against DOE, Civ. No. 03-1991 and the putative class, Civ. No. 04-152, seeking the same remedy. The matter has been settled, an Order Approving Settlement has been issued by Judge Collyer, and stipulations of dismissal have been executed and will be filed upon DOE's payment of the settlement amount to Kalodner and final refund checks to refund recipients including our clients.

5. Any work it has performed within the last twelve months or is performing for any agency, subdivision or other instrumentality of the State of Nevada, the City of Las Vegas, any county or locality in Nevada or Inyo County, California or any affected Indian tribe as defined in the Nuclear Waste Policy Act. DOE has provided Contractor with a current list of affected Indian tribes within the meaning of the Nuclear Waste Policy Act and shall update such list from time to time as appropriate.

Morgan Lewis has no such past or current representations.

6. Any work it has performed within the last twelve months or is performing for any management and operating or management and integration contractor of the DOE, as identified by DOE and communicated to the Contractor.

Morgan Lewis represents several DOE management and operating or management and integration contractors, typically on labor and employment, discrimination claims under Section 211 of the Energy Reorganization Act of 1974, or nuclear regulatory or licensing matters. None of these representations are adverse to DOE and none relate to licensing a repository at Yucca Mountain. These representations are summarized in response to Section A.3 herein.

7. Any work, not included in items 1-6, it has performed within the last twelve months or is performing that it believes in good faith and after reasonable investigation could be considered an apparent, potential or actual organizational conflict of interest.

Morgan Lewis is currently aware of no such apparent, potential or actual organizational conflicts of interest.

In addition to the foregoing disclosures in accordance with Section H.25, Morgan Lewis desires to disclose its memberships in the following energy-related organizations: (1) Nuclear Energy Institute; (2) U.S. Energy Association; (3) World Nuclear Association (membership was terminated at the end of 2006); (4) DOE Contractor Attorneys Association, (5) Energy Facilities Contractors Group; (6) The Edison Electric Institute (EEI); and (7) The Nuclear Sub-Committee of the Utilities, Transportation and Communications Section, of the American Bar Association.

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B. Organizational Conflict of Interest (OCI) Avoidance/Mitigation Plan

This OCI Avoidance/Mitigation Plan addresses any potential conflicts of interest or appearances of a conflict of interest that the firm or any of its professionals would have with working under contract to DOE. As set forth in section A, above, DOE has identified matters that potentially pose issues.

In this OCI avoidance/mitigation plan, we first outline our general approach to conflicts, recite how we have addressed conflicts with DOE in our past representations of the Department, and provide the basis for our conclusion that we have no disqualifying conflict. Next, we identify those potential waivable conflicts under each category listed in section H. 25, provide our explanation as to why each is not disqualifying, and propose measures to mitigate each conflict.

We actively manage potential conflicts of interest through extensive due diligence reviews, disclosures, informed waivers, and the implementation of screening procedures between teams of lawyers and support staff, if necessary or appropriate. Many of our clients understand that, if they wish to retain knowledgeable and experienced lawyers with special expertise in a particular industry, they may need to waive potential conflicts of interest resulting from existing representations of other clients in that industry on unrelated matters. We have developed procedures which enable our clients to grant such waivers with assurance that their confidences will be maintained and that they will receive the finest professional services available.

Morgan Lewis maintains a Conflicts Avoidance Database to assist in the identification of potential conflicts of interest. We will not represent a client with an interest that may be adverse to that of another client unless both clients have consented to the proposed representation. We utilize a centrally-managed process for new business intake, in which potential conflicts of interest are identified, disclosed, and resolved prior to proceeding with a new representation. Written engagement letters confirm the disclosures and provide prospective waivers and the resolution of conflicts of interest. In addition, as added assurance, Morgan Lewis requires approval by a designated partner before new matters are accepted related to certain designated industries or certain types of matters. The firm has a Standing Committee on Conflicts and Professional Responsibility whose members provide advice and counsel about the application of applicable ethical standards and precedents to resolve issues that are identified during our due diligence reviews.

Some potential conflicts of interest are such that a waiver would not suffice to resolve the potential conflict and the representation may not be undertaken, but other potential conflicts of interest can be resolved by waivers. A conflict would not be waivable if it involved representing adverse positions in the same matter (*see* Rule 1.7(a) D.C. Rules of Professional Conduct.)

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Morgan Lewis does not represent any clients that would give rise to unwaivable conflicts of interest from the perspective of the proposed representation of DOE in the licensing of a repository at Yucca Mountain. Morgan Lewis does represent clients in matters where the interests of our clients are adverse to the interest of DOE, or adverse to the interests of the United States. However, each of these potential conflicts of interest is waivable because the firm is not representing any other client in connection with a matter related to licensing of a repository at Yucca Mountain (see Rule 1.7(b)). Consequently, each of these potential conflicts may be resolved through disclosure, reciprocal waivers, and as an extra safeguard, screening procedures. This approach has been accepted in the past by DOE and other agencies of the U.S. Government which Morgan Lewis is currently representing or has represented in the past. With effectively all Morgan Lewis clients which Morgan Lewis represents in matters adverse to DOE, there are in place with those clients prospective waivers permitting Morgan Lewis to represent DOE in unrelated matters. In addition, Morgan Lewis will obtain from each such client confirming waiver letters in the form attached. With respect to future representations of new clients in matters that are adverse to DOE but substantially unrelated to the licensing of a repository at Yucca Mountain, Morgan Lewis will obtain similar waivers as a condition for undertaking such representations.

Consistent with this process, we have an established record of working for DOE and its contractors. In 2001, we were retained by DOE to investigate allegations related to the Yucca Mountain quality assurance organization and to advise on the overall safety-conscious work environment at Yucca Mountain. In 2002, we were retained by DOE to provide training at the Hanford site on the creation and maintenance of a safety-conscious work environment. More recently, we were retained by DOE to represent the agency in a contested NRC hearing on an export license application for plutonium to be used to fabricate MOX fuel lead test assemblies. In addition, we have worked with various DOE contractors on NRC and non-NRC issues, including:

We have worked with DOE and these other clients to resolve potential conflicts of interest in each matter. We believe that the experience we have gained through these representations have strengthened our sensitivity to DOE's need that we effectively manage professional ethics issues.

In contemplation of being retained, we have worked with DOE to fully identify, disclose, and assess all of the current Morgan Lewis clients that are involved in pending matters where the interests of our other clients may be potentially adverse to DOE. The following discussion proposes actions to resolve the conflicts identified in section A of this letter, specifically during the term of this contract with DOE:

- Morgan Lewis will not perform any work, including being a registered lobbyist, where such work for any organization or individual directly involves matters factually, commercially or legally related to the Yucca Mountain Repository licensing.

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- Morgan Lewis will continue to perform work related to the Standard Contract Clients as set forth in section A.2 of this letter, but will establish an ethical screen as to such matters between those lawyers working on standard contract matters and those lawyers working under the subject DOE contract as set forth in Attachment A.
- Morgan Lewis will not perform any legal services for any agency, subdivision or instrumentality of the State of Nevada, City of Las Vegas, or other entity listed in Section A.5 above.

As previously discussed, representations of the Standard Contract Clients would present potential conflicts of interest; however, the potential conflicts can be waived because the representations would not constitute representation of two parties with adverse interests in the same matter. The forum for these representations is the U.S. Court of Federal Claims, rather than the NRC, which will be the forum for the licensing of the Yucca Mountain facility. While all of the Standard Contract Clients fully support DOE's efforts to license the repository, Morgan Lewis would not represent the interests of these companies in the NRC licensing proceeding for the repository. Moreover, the subject matter in the licensing proceeding will be substantially different from the contractual obligations and damages issues that will be considered in the proceedings in the U.S. Court of Federal Claims. Accordingly, Morgan Lewis proposes to resolve these potential conflicts of interests through disclosure, reciprocal waivers of the potential conflicts of interest, and confidentiality commitments to each client.

As an extra safeguard, Morgan Lewis will implement screening procedures to ensure that the personnel working on the Standard Contract claims will be completely screened off from access to any information related to licensing of the repository, and vice-versa. Morgan Lewis has routinely used these types of arrangements to resolve similar conflicts in the past and is highly confident that the nuclear energy clients we are representing on these claims will agree to such arrangements here and waive any potential conflicts. The sample internal screening memorandum that we would propose to promulgate within the firm is contained in Attachment A.

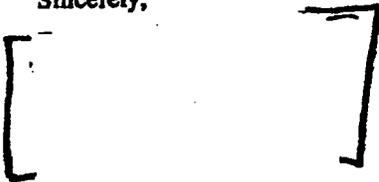
Morgan Lewis does not currently represent a plaintiff in litigation against the DOE other than as described above in section A. Morgan Lewis does represent various plaintiffs in litigation against the United States. However, these representations will not present a conflict of interest with the DOE because of the recognized ethical standard that representation of one U.S. Government agency does not preclude the representation of clients with interests adverse to other U.S. Government agencies.

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In summary, we believe that all potentially adverse representations are unrelated to the proposed licensing of the Yucca Mountain Repository, and therefore may be waived. Morgan Lewis proposes that these potential conflicts be resolved through disclosure and reciprocal waivers as described above.

Sincerely,

A large, hand-drawn rectangular box with a slightly irregular border, intended for a signature. The box is empty.

Attachments: As stated

Proposed Screening Memorandum

TO: Energy Practice Group
Litigation Practice Group



FROM: Firm Conflicts and Professional
Responsibility Committee
Energy Practice Group
Litigation Practice Group



DATE: _____

SUBJECT: Yucca Mountain Representation

This is to advise all Morgan Lewis attorneys, paralegals, and other employees in the Energy Practice Group and selected attorneys, paralegals and other employees in the Litigation Practice Group about the screening arrangements which have been established with respect to our potential representation of the United States Department of Energy (DOE) in connection with the proposed Spent Nuclear Fuel (SNF) and High-Level Radioactive Waste (HLW) Repository at Yucca Mountain, Nevada (the "Yucca Mountain Representation"). This representation will include the licensing proceedings before the United States Nuclear Regulatory Commission (NRC) for the SNF/HLW Repository and other proceedings related to the SNF/HLW Repository. The attorneys currently representing other nuclear energy clients of the firm ("the Standard Contract Clients") in connection with claims against DOE involving the disposal of SNF pursuant to the Standard Contracts entered into under the Nuclear Waste Policy Act (the "SNF Claims") are being screened from any participation, including advice, consultation, or discussion of any sort, in the Yucca Mountain Representation. Conversely, the attorneys who will be representing DOE on the Yucca Mountain Representation are being screened from any participation in the SNF Claims.

The attorneys who will be representing DOE on the Yucca Mountain Representation, including



have been directed not to discuss this matter with any personnel involved in the SNF Claims for the Standard Contract Clients and not to disclose any

confidential information obtained from DOE to any other firm personnel working on the SNF Claims. Similar directions have been provided to the personnel representing the Standard Contract Clients on the SNF Claims, including

with respect to restrictions on discussions with, and disclosures to, personnel who will be representing DOE on the Yucca Mountain Representation.

A sticker containing the following notice will be placed in a prominent location in the file rooms and on the file cabinets containing DOE files relating to the Yucca Mountain Representation:

NOTICE

These files contain or may contain material relevant to the representation of the Department of Energy (DOE) on the Yucca Mountain Spent Nuclear Fuel (SNF) and High Level Waste (HLW) Repository. These files are being screened from all personnel representing the Standard Contract Clients of the firm on matters related to SNF Claims against DOE. No firm personnel, legal or otherwise, who are working on matters related to such SNF Claims against DOE are permitted to review, copy, or otherwise have any access to the documents contained in these files.

A sticker containing the following notice will also be placed in a prominent location in the file rooms and on the file cabinets containing files of Other Nuclear Clients relating to the SNF Claims.

NOTICE

These files contain or may contain material relevant to Spent Nuclear Fuel (SNF) Claims against the Department of Energy (DOE) on behalf of the Standard Contract Clients of the firm. These files are being screened from all personnel representing DOE on the Yucca Mountain SNF and HLW Repository. No firm personnel, legal or otherwise, who are working on the Yucca Mountain Representation are permitted to review, copy, or otherwise have any access to the documents contained in these files.

Separate "security groups" are being created within the Firm's computer network that allow access to documents related to these respective matters only to specified personnel authorized to work on these matters. Documents related to these matters will be withheld from the Work

Product Retrieval System databases of the Energy Section and the Litigation Section until such time as these matters are concluded.

The Responsible Attorneys and Attorneys in Charge of each matter covered by these screening arrangements shall provide a copy of this memorandum to each attorney or paralegal assigned to work on the Yucca Mountain Representation for DOE or SNF Claims for the Standard Contract Clients.

Anyone with any questions concerning these screening arrangements or the applicability of these arrangements with respect to a particular individual or matter should contact Tom Reinert immediately.

**Draft Waiver Letter to
Nuclear Energy Clients with High-Level Waste Claims**

[NAME]
[ADDRESS]

Re: Proposed Yucca Mountain Representation

Dear _____:

As we discussed in our recent telephone conversation, Morgan, Lewis & Bockius LLP (Morgan Lewis) has been selected by the United States Department of Energy (DOE) to provide legal services to DOE in connection with the licensing proceedings for the proposed Spent Nuclear Fuel (SNF) and High-Level Radioactive Waste (HLW) Repository at Yucca Mountain, Nevada before the United States Nuclear Regulatory Commission (NRC) and other administrative and judicial proceedings related to the SNF and HLW Repository (the "Yucca Mountain Representation").

As you know, Morgan Lewis is currently advising or representing a number of nuclear energy companies, including [Client Name], (collectively the "Standard Contract Clients") in connection with claims against the United States arising out of the Standard Contracts for the disposal of SNF which DOE entered into with these companies under the Nuclear Waste Policy Act (the "SNF Claims").

The interests of DOE and our Standard Contract Clients are clearly not adverse with respect to the licensing of the SNF and HLW Repository because the nuclear industry fully supports this project. Moreover, the proposed Yucca Mountain Representation and the SNF Claims involve different issues in dispute between different parties before different tribunals. Morgan Lewis is confident that the representation of DOE on the Yucca Mountain Representation will not impair our ability to exercise our independent professional judgment on behalf of both DOE and our Standard Contract Clients, and fulfill our other professional responsibilities to both DOE and our Standard Contract Clients. Accordingly, we have concluded that we may proceed with the proposed Yucca Mountain Representation, provided that DOE and all of our Standard Contract Clients, including [Client Name], consent to this representation under the arrangements described below.

Morgan Lewis will not use or disclose any sensitive, proprietary, or confidential information of a non-public nature which we receive from our representation of DOE on the Yucca Mountain Representation in any way in connection with the representation of any of our Standard Contract Clients on the SNF Claims. Conversely, Morgan Lewis will not use or disclose any sensitive, proprietary, or confidential information of a non-public nature which we receive from our

representation of any of our Standard Contract Clients on the SNF Claims in any way in connection with our representation of DOE on the Yucca Mountain Representation.

Morgan Lewis will also adopt comprehensive internal screening procedures to ensure that (a) the attorneys and other personnel involved in the representation of DOE on the Yucca Mountain Representation will be screened from any participation (including advice, consultation, or discussion of any sort) in the representation of our Standard Contract Clients on the SNF Claims and access to any documents or files (including electronic files) related to the SNF Claims, and (b) the attorneys and other personnel involved in the representation of our Standard Contract Clients on the SNF Claims will be similarly screened from participation in the Yucca Mountain Representation and access to documents and files related to the Yucca Mountain Representation.

Finally, you agree that Morgan Lewis can, without the prior consent of the DOE and the Standard Contract Client involved, undertake any future representation in which the interests of DOE and such Standard Contract Clients may be adverse, as long as such representation is substantially related to one of the existing or proposed representations described herein, essentially a continuation of such representation, or is unrelated to the licensing of the repository at Yucca Mountain.

In order to proceed with the proposed representation of DOE on the Yucca Mountain Representation, we need to confirm that both DOE and our Standard Contract Clients have been fully informed with respect to potential conflicts and that DOE and all of our Standard Contract Clients have consented to our representation of DOE under the arrangements described above. I would therefore appreciate it if you would confirm [Client Name]'s consent to these arrangements by signing this letter and the enclosed duplicate originals in the space provided below and returning two signed copies to me in the enclosed self-addressed, postage-prepaid envelope.

We greatly appreciate your cooperation and willingness to allow Morgan Lewis to undertake this extremely important representation on behalf of DOE on this basis.

Sincerely yours,

Acknowledged and Agreed to:

By: _____
Name: _____
Title: _____
Company: _____
Date: _____

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