



Department of Energy
National Nuclear Security Administration
MOX Project Management Office
Savannah River Site

P.O. Box A
Aiken, South Carolina 29802



October 10, 2018

Mr. Rex Norton
Vice President, Contracts and Supply Chain Management
CB&I AREVA MOX Services, LLC
Savannah River Site
P.O. Box 7097
Aiken, SC 29804-7097

SUBJECT: Contract DE-AC02-99CH10888 (Mixed Oxide Fuel Fabrication Facility),
Notice of Termination

Dear Mr. Norton:

In accordance with Contract Section I, Federal Acquisition Regulation (FAR) 52.249-6 Termination (Cost-Reimbursement) (May 2004), NNSA hereby issues this Notice of Termination (Notice). This Notice terminates the contract in its entirety, and is effective immediately. Pursuant to Federal Acquisition Regulation (FAR) 49.102(b), this Notice is also being provided to Orano and McDermott, as guarantors of the contractor. This is consistent with the October 9, 2018 ruling by the U.S. Court of Appeals for the Fourth Circuit granting a stay of the district court's injunction that prohibited termination and ceasing of construction. NNSA's action follows the certification submitted to the Congressional defense committees by the Secretary of Energy in May 2018 and the partial stop work order that began the contract termination process.

This notice will begin the process of winding down construction operations and preserving existing structures associated with the MOX facilities. The current workforce will refocus their efforts on preserving the construction site in a safe and secure manner. Materials and equipment will be inventoried and all design documents will be carefully catalogued to preserve the nuclear pedigree of this investment for any possible reuse. Per the instructions below, the Department will receive your termination plan in 30 days, including subcontract close-out schedules and workforce retention and reduction plans. Over the next four months the site will seal openings, restock equipment and materials, and install necessary temporary lighting to support maintenance and surveillance of the facility. All future actions relating to the MOX facility will comply with all applicable environmental and regulatory requirements.

NNSA is committed to ensuring that the dedicated and skilled workforce on this project is fully supported as we proceed with this action. There is a significant need for this talented team at Savannah River to support the wide range of nuclear security and environmental missions in the FY 2019 budget. We will work with you and your leadership team to ensure that you are fully aware of all opportunities to minimize any adverse impacts to the dedicated staff on the project.

NA-APM-19-0003

The Contractor shall immediately proceed as described in this Notice and its two attachments, FAR 52.249-6 Termination (Cost-Reimbursement) (May 2004), other termination-related provisions of the contract, and any subsequent direction from the Contracting Officer. The Contractor shall not delete or destroy any files, correspondence, records, data, or any other information (regardless of form or storage medium) produced or funded under the contract.

(a) *Effective date of termination.* You are hereby notified that Contract DE-AC02-99CH10888 ("the contract") is terminated completely for the Government's convenience under the clause entitled FAR 52.249-6 Termination (Cost-Reimbursement) (May 2004). The termination is effective immediately upon receipt of this Notice.

(b) *Cessation of work and notification to immediate subcontractors.* You shall take the following steps:

(1) Stop all work, make no further shipments, and place no further orders relating to the contract, except for--

(i) The requirements described in the MFFF Termination Statement of Work (SOW) at Attachment (1). The Contractor shall complete the SOW and discontinue costs associated with the contract as rapidly as practicable.

(ii) Work-in-process or other materials that you may wish to retain for your own account -- the Contractor is encouraged to propose a price for any such equipment or materials; or

(iii) Work-in-process that the Contracting Officer authorizes you to continue

(A) for safety precautions;

(B) to clear or avoid damage to materials, equipment, and facilities;

(C) to avoid immediate complete spoilage of work-in-process having a definite commercial value; or

(D) to prevent any other undue loss to the Government. (If you believe this authorization is necessary or advisable, immediately notify the Contracting Officer by telephone or personal conference and obtain instructions.)

(2) Keep adequate records of your compliance with subparagraph (b)(1) of this section showing the--

(i) Date you received the Notice of Termination;

(ii) Effective date of the termination; and

(iii) Extent of completion of performance on the effective date.

(3) Furnish notice of termination to each immediate subcontractor and supplier that will be affected by this termination. In the notice--

(i) Specify your Government contract number;

(ii) State whether the contract has been terminated completely or partially;

(iii) Provide instructions to stop all work, make no further shipments, place no further orders, and terminate all subcontracts under the contract, subject to the exceptions in subparagraph (b)(1) of this section;

(iv) Provide instructions to submit any settlement proposal promptly; and

(v) Request that similar notices and instructions be given to its immediate subcontractors.

(4) Notify the Contracting Officer of all pending legal proceedings that are based on subcontracts or purchase orders under the contract, or in which a lien has been or may be placed against termination inventory to be reported to the Government. Also, promptly notify the Contracting Officer of any such proceedings that are filed after receipt of this Notice.

(5) Take any other action required by the Contracting Officer or under the Termination clause in the contract.

(c) Termination inventory.

(1) As instructed by the Contracting Officer, transfer title and deliver to the Government all termination inventory, including subcontractor termination inventory that you have the right to take.

(2) To settle your proposal, it will be necessary to establish that all prime and subcontractor termination inventory has been properly accounted for. For detailed information, see FAR Part 45.

(d) Settlements with subcontractors. You remain liable to your subcontractors and suppliers for proposals arising because of the termination of their subcontracts or orders. You are requested to resolve these settlement proposals as promptly as possible. For purposes of reimbursement by the Government, settlements will be governed by the provisions of FAR Part 49.

(e) Completed end items.

(1) Notify the Contracting Officer of the number of items completed under the contract and still on hand and arrange for their delivery or other disposal (see FAR 49.205).

(2) Invoice acceptable completed end items under the contract in the usual way and do not include them in the settlement proposal.

(f) *Patents.* If required by the contract, promptly forward the following to the Contracting Officer:

(1) Disclosure of all inventions, discoveries, and patent applications made in the performance of the contract.

(2) Instruments of license or assignment on all inventions, discoveries, and patent applications made in the performance of the contract.

(g) *Employees affected.*

(1) If this termination, together with other outstanding terminations, will necessitate a significant reduction in your work force, you are urged to--

(i) Promptly inform the local State Employment Service of your reduction-in-force schedule in numbers and occupations, so that the Service can take timely action in assisting displaced workers;

(ii) Give affected employees maximum practical advance notice of the employment reduction and inform them of the facilities and services available to them through the local State Employment Service offices;

(iii) Advise affected employees to file applications with the State Employment Service to qualify for unemployment insurance, if necessary;

(iv) Inform officials of local unions having agreements with you of the impending reduction-in-force; and

(v) Inform the local Chamber of Commerce and other appropriate organizations which are prepared to offer practical assistance in finding employment for displaced workers of the impending reduction-in-force.

(2) If practicable, urge subcontractors to take similar actions to those described in subparagraph (1) of this section.

(h) *Administrative.* The contract administration office named in the contract will identify the Contracting Officer who will be in charge of the settlement of this termination and who will, upon request, provide the necessary settlement forms. However, NNSA may subsequently change the responsible Contracting Officer by providing written notice to the Contractor. Matters not covered by this notice should be brought to the attention of the undersigned.

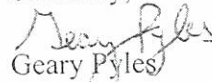
(i) *TTFA.* Pursuant to the Technology Transfer Fee Agreement (TTFA), contract Section J, Attachment 14, paragraph 4.4, DOE does not renounce its rights in and use of the technology covered by the TTFA. Therefore, MOX Services shall:

- Provide NNSA a document which lists all technology identified in Appendix 2 of the TTFA, as referenced on page J.14.11 of the Contract;
- Provide NNSA a detailed list and supporting basis of understanding for all technology, information, structures, systems and components not included in either Appendix 1 or 2 but which the contractor believes are covered by the TTFA;
- Submit any and all invention disclosures for intellectual property developed under the contract; and
- Provide NNSA a document which includes a detailed list and supporting basis for purchased project technology, information, structures, systems and components which the contractor would be interested in purchasing, regardless of whether they are covered by the TTFA.

(j) *Unallowable Costs*. NNSA reserves all rights with respect to reviewing and determining the allowability of costs incurred under the contract, whether incurred prior to or after the date of this Notice.

If you have any questions or comments, please contact Lance Nyman at (803) 952-2020.

Sincerely,



Geary Pyles
Procuring Contracting Officer
NNSA Office of Acquisition and
Project Management

NA-APM-19-0003

Attachments:

- (1) Termination Statement of Work (SOW)
- (2) Fence line Sketch

cc:

R. Raines, NA-APM-1
K. Hamilton, NA-APM-2
O. Voss, NA-APM-10
K. Gallegos, NA-APM-10
S. Cannon, NA-APM-1.4
L. Nyman, NA-APM-1.4
S. Hamlett, NA-APM-1.4
A. Rischbieter, NA-APM-1.4
M. Noone, NNSA-SRFO
D. Del Vecchio, MOX Services

NA-APM-19-0003

G. Rousseau, MOX Services
R. Ridgeway, MOX Services
P. Whittingham, MOX Services
R. Ector, MOX Services
S. Shakir, Orano
P. Mifsud, Orano
M. McSwain, Orano
D. Dickson, McDermott
MOXPMODCA@srs.gov

Please acknowledge receipt of this notice as provided below.

Acknowledgment of Notice

The undersigned acknowledges receipt of a signed copy of this notice
on _____, 20____. Two signed copies of this notice are returned.

(Name of Contractor)

By _____
(Name)

(Title)

I. Termination General Approach and Government Objectives:

This Statement of Work (SOW) is a supplemental attachment to the Notice of Termination. It does not supersede the Notice or the terms and conditions of the contract. Key elements of work for termination of the MOX contract are detailed in this attachment. MOX Services (MS or the contractor) shall:

- 1) Develop and provide to National Nuclear Security Administration (NNSA or the government) a comprehensive inventory of all purchased facilities, equipment, materials, records and intellectual property. Safely and securely store and preserve materials for NNSA future use and dispose of any excess materials not identified for retention by the government.
- 2) Securely capture, catalogue, protect, and deliver all nuclear design materials, project information and records and all construction and operational preparation investments.
- 3) Safely and securely lay-up all property and all data, information, and records protecting and maintaining them for future NNSA use. Maintain Information Management/data and Technology systems until completely transitioned to the government. This includes records and document controls systems maintenance and disposition.
- 4) Continue required maintenance and surveillance activities until such work is transitioned to the government, or another contractor designated by the government, for ongoing and future NNSA use.
- 5) Provide a detailed plan of implementation and schedule for this SOW.

The contractor shall prudently plan, direct, and execute the termination as described in this Notice and any subsequent Terminating Contracting Officer (TCO) direction, including modification or deletion of the work scope described herein. The government requires termination activities to be completed in the shortest timeframe and at minimal cost in alignment with budget availability. Specific activities and aspects of work will be completed and transitioned for other government use incrementally as described in this document and further delineated in detailed plans provided by the contractor. Where not otherwise directed, the contractor shall assume (i) termination activities will be completed one year after issuance of the termination notice and (ii) facility and equipment lay-up shall be sufficient to preserve items for an additional five years after termination is complete.

The contractor's termination plan shall include recommendations for any adjustments in schedule, approach, or scope that would be advantageous to the government. The contractor shall pursue lay-up and termination activities with diligence and vigor to complete termination within stated timelines and at minimal overall cost to the government.

II. Termination Action and Information Requirement Timelines:

- A. The following activities are to begin immediately and continue until termination is complete.
 - 1) Ensure the job site and construction area(s) are safe and secure.
 - 2) Ensure continued compliance with Environment, Safety and Health (ES&H) requirements necessary for termination
 - 3) Protect and preserve all technical and project information, records, data, and design basis for efficient transition of design efforts to support future NNSA missions.

- 4) Perform activities associated with protecting facilities, materials, and equipment from the environment, preserve and lay-up facilities and equipment for defined lay-up periods, and ensure proper maintenance during the termination period and lay-up periods
 - 5) Notify applicable personnel of termination and issue any required Worker Adjustment and Retraining Notification Act (WARN) or other employment-related notices.
 - 6) Immediately segregate all financial accounts and begin the collecting, managing, and control of termination costs. Immediately close financial accounts where work is suspended and no further costs are justified.
 - 7) Maintain permanent facilities and associated support utilities including the intercom and telephone stations.
 - 8) Stop all project reporting not directly associated with termination activities including engineering, construction, and procurements.
 - 9) Preserve and provide NNSA access to all records, data, documents, and any other information (regardless of form or storage medium) produced or funded under the contract. Do not delete or destroy any files, correspondence, records, data, or any other information (regardless of form or storage medium) produced or funded under the contract. Provide NNSA access to all computer servers and folders containing records, data, documents, and information.
 - 10) Submit proposed subcontractor settlements exceeding \$50,000 to the TCO.
- B. The following items are required to be completed or provided to the government within 7 days of the date of this notice.
- 1) Identify key personnel to enable efficient and effective (i) contract termination; (2) transition of design, facilities, equipment, materials, and government data and records, and for project closure and audit activities.
 - 2) Provide an index to all nuclear safety related structures, systems and component design and safety basis documents, and status of completion.
 - 3) Provide an index of any permanent plant structures, systems and components including information and equipment the Contractor believes is associated with the Technology Transfer Agreement.
 - 4) Provide a complete list and status of all current ongoing project procurements and subcontracts.
 - 5) Provide a complete list of all closed and open construction work packages, packets, tasks, and any other contractor defined mechanism for authorizing work. This includes work packages/packages/tasks for the MFFF concrete main structure, civil, stairwells, electrical and other work packages.
 - 6) Provide a list of all temporary facilities including description of the facility construction type, square footage, activity currently being performed and identification of whether it is leased or government owned.
 - 7) Provide a complete list of all non-permanent plant equipment and location.
 - 8) Provide a list of all leased equipment including a description, location, lease amount, and responsible organization.
 - 9) Provide a complete list of CLIN 1 suspended and on-going program activities.
 - 10) Identify to NNSA and the SRS Protective Force all facilities, equipment, property, and material investments and data requiring protection.

- 11) Provide a detailed listing of any design activities necessitated by closure of procurements and defined termination scope. The contractor shall receive NNSA approval prior to continuing work on any such activities.
- 12) Identify all support activities associated with engineering, construction, and testing/start-up for termination and provide a detailed list to the government.
- 13) Turn over all classified information and associated personnel clearances. Identify any positions that will require clearance or ability to manage sensitive data.
- 14) Recommend to NNSA and SRS Protective Force contractor a set of step-up actions for personnel and Government property protection on the Savannah River Site and off-site.
- 15) Recommend to NNSA and SRS Protective Force workforce reduction protocols for employees receiving termination notices.

C. The following items are required to be completed or provided to the government within 14 days of the date of this notice.

- 1) Provide a list of all property purchased under Contract DE-AC02-99CH10888, MOX Fuel Fabrication Facility. List shall include the purchase order or instrument under which property was purchased and the physical location of the property, or a disposition record. Document the property surveillance and maintenance program.
- 2) Provide a list of all records, documents, data, and any information contained in storage areas/containers, regardless of physical state, by location. Define records/data/information according to quality level designations (QL-1, QL-2, QL-3, QL-4).
- 3) Provide a list of all interagency agreements, work authorizations, and any other work authorization relationships established between the SRS M&O, LANL M&O, or any other Government agencies or agents of the Government.
- 4) Propose new control accounts to capture all contract termination activities associated with labor (including separate identification of any termination and severance costs), equipment, and materials. Proposed control accounts shall be submitted for NNSA approval and shall be implemented by the contractor after approval.
- 5) Provide a copy of the latest organizational charts and a listing of all personnel by position within each organization. This listing shall show the number of associated FTEs by the prime contract and each active subcontract, including craft and staff augmentation resources. Update this list on the 1st business day of each month until termination is complete.
- 6) Replace locks on all storage locations containing supplies, materials and equipment. Implement a strict key control program, which shall continue until key custody is transferred to NNSA.

D. The following items are required to be completed or provided to the government within 30 days of the date of this notice.

- 1) Identify and catalogue all IT infrastructure/software to transition the Information Management System (including information databases) custody, operation and maintenance to NNSA and/or a designated contractor. This includes transitioning the SMART Plant software files and license to NNSA or a designated contractor.
- 2) Terminate all lease contracts with exception of those leases required to support the termination scope of work or as identified by the TCO.

- 3) Complete closure of all open work packages/packages/tasks that were identified and proposed for closure as approved by the government for the MFFF concrete main structure, civil, stairwells, electrical and others as specified.
 - 4) Purchase and install a temporary 7-foot fence around the MFFF process construction area with two truck entry and two personnel entry gates. See the sketch in attachment 2 for the boundaries of the fence line. Fence to be as specified in the attached sketch after submission and approval by the government.
 - 5) Remove and dispose of all chemicals from the MFFF process building.
 - 6) Lay-up, protect, and secure all X-ray sources; or, if vendor owned, ensure return to vendor.
- E. The following items are required to be completed or provided to the government within 60 days of the date of this notice.
- 1) Any other data/reports/deliverables that may be required by the TCO subsequent to receipt of the initial set of data/reports/deliverables.
- F. The following items are required to be completed or provided to the government within 120 days of the date of this notice.
- 1) Secure the MFFF process facility. Seal openings to prevent water intrusion, provide minimum safe lighting/power to support maintenance and surveillance, provide sump pumps at key locations to remove any water intrusion, provide temporary fan ventilation in support of remaining construction activities, and lay-up period for moisture control maximizing the natural/passive ventilation. Provide any exit signs required by OSHA. MOX Services shall consolidate and transfer all physical and electronic files to a centralized location(s) as designated by NNSA.
- G. The following items are required to be completed or provided to the government within 180 days of the date of this notice.
- 1) Document and provide a report of the status of all activities under the contract including engineering, procurement, commissioning, property, and construction.
 - 2) Complete any changes required by the cognizant ES&H regulatory authorities to the existing regulatory permits to transition to a terminated/lay-up termination state for the facility.
 - 3) Complete any termination-related actions specifically required by the Nuclear Regulatory Commission pursuant to the construction authorization.
- H. The following items are required to be completed or provided to the government within 360 days of the date of this notice.
- 1) Perform project closure activities in accordance with the contract and DOE O 413.3B: Project Closeout Report and establishing property records in the Facilities Information Management System (FIMS).

III. Termination Plan

The contractor shall submit within 30 days of this notice, a termination plan and schedule for performing all termination scope. The termination plan, which shall be subject to TCO approval

and subsequent TCO modification/direction, shall be comprehensive and address the requirements specified elsewhere in the termination notice, this termination SOW, as well as the following:

A. Personnel

Workforce reduction plan. Include identification of foreign national employees, role/responsibilities, physical and locations.

B. Security

Recommend to NNSA extent to which Cyber Security management and controls need to be continued.

C. MOX Services Procurement and Subcontracts

- 1) Subcontracts that should continue for some period of performance to support the on-site personnel and physical/electronic infrastructure.
- 2) Disposition of subcontracts that support project design, construction, or testing/start-up.
- 3) Disposition of government materials and equipment within subcontracts.
- 4) Provide an estimate of the potential legal liability for each subcontract.
- 5) Finalize the inventory of physical and electronic subcontract documents, contract/procurement documents, and records. Provide location (physical and/or electronic) of subcontract information including final record repository and working folders.

D. Government Property

- 1) In conjunction with NNSA Organizational Property Management Officer (OPMO) and submission of the termination property inventory, recommend the overall real and personal property inventory record for the project, and the potential addition of new identified Government property from contractor procurements.
- 2) Identify the location of quality records associated with government property inventory.
- 3) Identify government property that can be excessed within the one-year termination period.

E. Construction:

- 1) Recommend overall lay-up requirements for safe lay-up of construction commodity installation and equipment/component installation activities.
- 2) Recommend lay-up condition or disposition of temporary construction facilities, construction equipment and construction materials/supplies.
- 3) Recommend lay-up condition of the permanent plant facilities including temporary closure/sealing of all openings, temporary lighting, temporary ventilation, and temporary water removal.
- 4) Recommend overall site infrastructure (roads, drainage, sediment ponds etc) lay-up conditions including lay-down yards.
- 5) Recommend scope for work package closure for permanent plant structure, stairwells and geotechnical construction.
- 6) Recommend any further concrete structural and stair well construction work necessary to close the work package that is necessary and sufficient.

- 7) Recommend scope of work for capturing all necessary government records for all purchased inventory of construction materials important to nuclear safety/security.
- 8) Recommend scope of work for capturing all necessary government records for all purchased and equipment turned over to construction with an emphasis on items important to nuclear safety/security.
- 9) Recommend scope of work for the lay-up of construction work packages not important for future use and but required for document and record management.
- 10) Recommend physical or electronic location of all existing construction documents and records.
- 11) Finalize plans to remove process equipment from the MOX Process Area (BMP). Intended audience for the document is contractor responsible for equipment removal. Include rigging/lifting/movement information. Provide documentation showing the sequence of disassembly/removal for complex units, including whether installed equipment inside of the gloveboxes needs to be removed.

F. Engineering

- 1) Finalize detailed list and compilation of all specific design records with an emphasis on information associated with the permanent plant primary structure and stair wells and all associated geotechnical information important to nuclear safety/security.
- 2) Finalize detailed list and compilation of all specific design records and documents with emphasis on the identified permanent plant equipment that is important to nuclear safety/security.
- 3) Finalize detailed list and compilation of all specific software design activities identifying any such activities associated with potential equipment identified important to nuclear safety/security.
- 4) Finalize the inventory of the physical and electronic location of all existing engineering information, documents and records. Commence lay-up required for record purposes.
- 5) Prepare a document that is a road map for Geotechnical and Civil/ Structure Design Basis of the MOX Fuel Fabrication Building (BMF), Emergency Generator Building (BEG) and Fuel Oil Storage Vault (UEF). Reference those documents that form the design basis (requirement documents, analysis documents, etc.). Include diagrams showing document relationships where helpful. Note code deviations and how they were justified. Document any open issues requiring resolution. Include building monitoring (settlement) information.
- 6) Index and capture working electronic files, such as ANSYS, Word, Excel and other software input/output files, document references, for all Geotechnical and Civil/Structural Documents for the BMF, BEG and UEF. Focus on those Geotechnical and Civil/Structural Design calculations, internal/external evaluations, technical notes, including Engineering Change Requests (ECRs) and Nonconformance Reports (NCRs) that form the current basis of design. In other words, documents that have been voided or have been superseded because they are not pertinent can be excluded.
- 7) Prepare a document that is a road map for HVAC Design Basis of the BMF, BEG and UEF. Reference those documents that form the design basis (requirement documents, analysis documents, etc.). Include diagrams showing document relationships where helpful. Include information on procurement specifications and HVAC components. Include a current schematic diagram. Provide a link between all HVAC components

- (fans, filters, dampers, etc.), procurement specs, component spec sheets (Master Equipment List (MEL) information may be sufficient), test information (seismic, soot loading). Note code deviations and how they were justified. Document any open issues requiring resolution.
- 8) Index and capture working electronic files, such as AFT ARROW, Word, Excel and other software input/output files, document references.
 - 9) Prepare a document that is a road map for Radiological Waste Design Basis. Reference those documents that form the design basis (requirement documents, analysis documents, etc.). Note code deviations and how they were justified. Document any open issues requiring resolution. Index and capture working electronic files, such as Word, Excel and other software input/output files, document references.
 - 10) Prepare a document that is a road map for process utilities (nitrogen, argon, air, water) design basis. Piping and Instrumentation Diagrams (P&IDs) showing route into the building to main distribution headers and flow rates and room numbers.
 - 11) Prepare a document that is a road map for electrical power design basis. Document the different electrical power systems. Diagrams showing route into the building to 480V transformers. Information on battery backup systems (size, location, specifications).
 - 12) Index and capture working electronic files, such as Edison, Word, Excel and other software input/output files, document references
 - 13) Prepare a document that is a road map for the process utility control systems (software design). Explain design status.
 - 14) Prepare a document that is a road map for the classified information system design basis. Explain design status.
 - 15) Prepare a document that is a road map for physical security design basis. Explain design status.
 - 16) Provide a document that is a road map for the 3D Model. Explain the structure of the model and design files. Provide a complete listing of design files with description. Document the software/hardware requirements to maintain or migrate the 3D model. Document any issues with the model.
 - 17) Provide an estimate to "as-built" the SmartPlant 3D Model for Civil/Structural (accurately portray the locations/size of walls, penetrations, columns, beams, TCOs).
 - 18) Provide an estimate to update the 3D Model to include installation status (metadata for each modeled component to identify whether component is installed or not). Create a display filter so that the model will display only installed components. The databases should exist in Engineering for the 3D Model and Construction for installation status. Maintain a linkage between installation database and 3D model to 3D model displays current information as installation database is updated. Update installation database as items are removed from the building.

G. Commissioning

- 1) Detailed list and compilation of all specific and all necessary design records and documents for the identified permanent plant equipment that is important to nuclear safety/security.
- 2) Lay-up condition or disposition of testing/start-up support equipment and testing/start-up materials/supplies. Inventory of the physical and electronic location of all existing testing/start-up and operational information, documents and records. Provide the

current maintenance requirements for permanent plant installed equipment with reference to detailed requirements. Provide the maintenance requirements for stored equipment (equipment not inside the BMF) with reference to detailed requirements.

H. Project Management and Project Controls

- 1) Recommend final acceptance requirements of lay-up/termination state for facilities, equipment and materials.
- 2) Recommend cost and schedule level 2 control milestones for the first 90 days, 6 months, and 1 year.
- 3) Recommend project management controls, milestones, metrics, and progress reporting requirements.
- 4) Image and preserve the shared information management system drive files used by Engineering/MOX Commissioning. Prepare a documented roadmap describing process and location to these shared drives to include a description of the information for each location.

I. Technology Transfer Fee Agreement (TTFA)

- 1) Provide NNSA a document that encompasses a detailed list and supporting basis of understanding for all structures, systems and components for which the contractor believes the TTFA are applicable. Submit within 2 weeks of Notice.
- 2) Provide NNSA a supplement document that includes a detailed list and supporting basis for purchased project structures, systems and components that the contractor would be interested in repurchasing that are outside of the TTFA scope. Submit within 2 weeks of Notice.

IV. Transition to Future Mission General Approach and Government Objectives:

This section of the Statement of Work (SOW) includes scope that is necessary for transition of the facility to potential future missions. It does not supersede the Notice or the terms and conditions of the contract. The contractor is not authorized to proceed on any of the scope described below until authorized for a specific work scope (i.e., the scope below is severable and may be authorized serially, in combination, or not at all). As authorized by the TCO, the contractor shall:

- 1) Conduct a side-by-side design transition period of approximately four months including all design disciplines and ensuring thorough review and turnover of all design materials to a new design agent selected by the government for continuing design efforts for future NNSA missions. Transition includes all relevant technical and project information, records, data, and design basis for transition of design efforts necessary to support future NNSA missions.
- 2) Maintain due diligence in prosecuting all ongoing work tasks that may extend beyond completion of termination activities such as ongoing maintenance and surveillance of facilities, equipment, and materials; and operation and maintenance of Information Management, records and document control systems.

